

TASK ORDER REQUEST (TOR)

GSC-QF0B-16-33016

Logistics, Maintenance, and Sustainment Support for Command, Control, Communication, Computers, Intelligence, Surveillance, and Reconnaissance (C4ISR) Systems

in support of:

**U.S. Army Communications-Electronic Command
(CECOM)**

Logistics and Readiness Center (LRC)

Field Support Directorate (FSD)

Field Sustainment Support Division (FSSD)

Issued to:

**All contractors under the General Services Administration (GSA) One Acquisition Solution
for Integrated Services (OASIS) Multiple Award (MA) Indefinite Delivery/Indefinite
Quantity (IDIQ) – Pool 3 Contract**

Conducted under FAR 16.505

Issued by:

Federal Systems Integration and Management Center (FEDSIM)

1800 F Street, NW

Washington, D.C. 20405

May 18, 2016

Amendment 01: May 25, 2016

Amendment 02: June 1, 2016

FEDSIM Project Number 16003ARM

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GENERAL

The work shall be performed in accordance with all Sections of this Task Order (TO) and the contractor's Basic OASIS Pool 3 Contract, under which this TO will be placed. An acronym listing to support this Task Order Request (TOR) is included in **Section J, Attachment C**.

B.2 CONTRACT ACCESS FEE (CAF)

The General Services Administration's (GSA) operating costs associated with the management and administration of the OASIS contract are recovered through a CAF. The amount of the CAF is 0.1 percent (0.001) of the total price/cost of contractor performance. The Government will obligate funding to the CAF Contract Line Item Number (CLIN) and the contractor shall use the CAF CLIN to collect the CAF in accordance with the contractor's Basic OASIS Pool 3 Contract.

B.3 ORDER TYPES

The contractor shall perform the effort required by this TO on a:

- a. Cost-Plus-Award-Fee (CPAF) basis for:
 - i. CLINs 0001, 1001, 2001, 3001, and 4001
 - ii. CLINs 0002, 1002, 2002, 3002, and 4002
 - iii. CLINs 0003, 1003, 2003, 3003, and 4003
- b. Cost-Reimbursable Not-to-Exceed (NTE) basis for:
 - i. CLINs 0004, 1004, 2004, 3004, and 4004
 - ii. CLINs 0005, 1005, 2005, 3005, and 4005
 - iii. CLINs 0006, 1006, 2006, 3006, and 4006

Long-distance travel is defined as travel over 50 miles from the contractor's duty station and/or assigned place of performance. Local travel will not be reimbursed.

The following abbreviations are used in this price schedule:

CLIN	Contract Line Item Number
CPAF	Cost-Plus-Award-Fee
NTE	Not-to-Exceed
ODC	Other Direct Cost

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.3.1 BASE PERIOD:

MANDATORY LABOR CLIN

Only award fee may be proposed; base fee shall not be proposed.

CLIN	Description	Cost	Award Fee _____ %	Total Cost Plus Award Fee
0001	Labor (Tasks 1–10)	\$ _____	\$ _____	\$ _____

OPTIONAL LABOR CLINs

Only award fee may be proposed; base fee shall not be proposed.

CLIN	Description	Cost	Award Fee _____ %	Total Cost Plus Award Fee
0002	Labor (Task 11)	DO NOT FILL	DO NOT FILL	\$ 12,000,000
0003	Labor (Task 12)	DO NOT FILL	DO NOT FILL	\$ 20,000,000

**COST REIMBURSEMENT TRAVEL and EQUIPMENT, MATERIALS, and ODCs
CLINs**

CLIN	Description		Total NTE Price
0004	Long-Distance Travel Including Indirect Handling Rate _____ %	NTE	\$ 15,000,000
0005	Equipment, Materials, and ODCs Including Indirect Handling Rate _____ %	NTE	\$ 45,000,000

CONTRACT ACCESS FEE

CLIN	Description		Total Ceiling Price
0006	Contract Access Fee	NTE	DO NOT FILL

TOTAL MANDATORY CLINs (0001, 0004, 0005, and 0006) BASE PERIOD CEILING:
\$ _____

TOTAL OPTIONAL CLINs (0002 and 0003) BASE PERIOD CEILING:
\$ _____

TOTAL BASE PERIOD CEILING: \$ _____

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.3.2 OPTION PERIOD ONE:

MANDATORY LABOR CLIN

Only award fee may be proposed; base fee shall not be proposed.

CLIN	Description	Cost	Award Fee _____ %	Total Cost Plus Award Fee
1001	Labor (Task 1 and Tasks 3–10)	\$	\$	\$

OPTIONAL LABOR CLINs

Only award fee may be proposed; base fee shall not be proposed.

CLIN	Description	Cost	Award Fee _____ %	Total Cost Plus Award Fee
1002	Labor (Task 11)	DO NOT FILL	DO NOT FILL	\$ 12,000,000
1003	Labor (Task 12)	DO NOT FILL	DO NOT FILL	\$ 20,000,000

**COST REIMBURSEMENT TRAVEL and EQUIPMENT, MATERIALS, and ODCs
CLINs**

CLIN	Description		Total NTE Price
1004	Long-Distance Travel Including Indirect Handling Rate _____ %	NTE	\$ 15,000,000
1005	Equipment, Materials, and ODCs Including Indirect Handling Rate _____ %	NTE	\$ 45,000,000

CONTRACT ACCESS FEE

CLIN	Description		Total Ceiling Price
1006	Contract Access Fee	NTE	DO NOT FILL

TOTAL MANDATORY CLINs (1001, 1004, 1005, and 1006) OPTION PERIOD ONE CEILING:
\$ _____

TOTAL OPTIONAL CLINs (1002 and 1003) OPTION PERIOD ONE CEILING:
\$ _____

TOTAL OPTION PERIOD ONE CEILING: \$ _____

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.3.3 OPTION PERIOD TWO:

MANDATORY LABOR CLIN

Only award fee may be proposed; base fee shall not be proposed.

CLIN	Description	Cost	Award Fee ____%	Total Cost Plus Award Fee
2001	Labor (Task 1 and Tasks 3–10)	\$	\$	\$

OPTIONAL LABOR CLINs

Only award fee may be proposed; base fee shall not be proposed.

CLIN	Description	Cost	Award Fee ____%	Total Cost Plus Award Fee
2002	Labor (Task 11)	DO NOT FILL	DO NOT FILL	\$ 12,000,000
2003	Labor (Task 12)	DO NOT FILL	DO NOT FILL	\$ 20,000,000

**COST REIMBURSEMENT TRAVEL and EQUIPMENT, MATERIALS, and ODCs
CLINs**

CLIN	Description		Total NTE Price
2004	Long-Distance Travel Including Indirect Handling Rate ____%	NTE	\$ 15,000,000
2005	Equipment, Materials, and ODCs Including Indirect Handling Rate ____%	NTE	\$ 45,000,000

CONTRACT ACCESS FEE

CLIN	Description		Total Ceiling Price
2006	Contract Access Fee	NTE	DO NOT FILL

TOTAL MANDATORY CLINs (2001, 2004, 2005, and 2006) OPTION PERIOD TWO CEILING:
\$ _____

TOTAL OPTIONAL CLINs (2002 and 2003) OPTION PERIOD TWO CEILING:
\$ _____

TOTAL OPTION PERIOD TWO CEILING: \$ _____

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.3.4 OPTION PERIOD THREE:

MANDATORY LABOR CLIN

Only award fee may be proposed; base fee shall not be proposed.

CLIN	Description	Cost	Award Fee ____%	Total Cost Plus Award Fee
3001	Labor (Task 1 and Tasks 3–10)	\$	\$	\$

OPTIONAL LABOR CLINs

Only award fee may be proposed; base fee shall not be proposed.

CLIN	Description	Cost	Award Fee ____%	Total Cost Plus Award Fee
3002	Labor (Task 11)	DO NOT FILL	DO NOT FILL	\$ 12,000,000
3003	Labor (Task 12)	DO NOT FILL	DO NOT FILL	\$ 20,000,000

**COST REIMBURSEMENT TRAVEL and EQUIPMENT, MATERIALS, and ODCs
CLINs**

CLIN	Description		Total NTE Price
3004	Long-Distance Travel Including Indirect Handling Rate ____%	NTE	\$ 15,000,000
3005	Equipment, Materials, and ODCs Including Indirect Handling Rate ____%	NTE	\$ 45,000,000

CONTRACT ACCESS FEE

CLIN	Description		Total Ceiling Price
3006	Contract Access Fee	NTE	DO NOT FILL

TOTAL MANDATORY CLINs (3001, 3004, 3005, and 3006) OPTION PERIOD THREE CEILING:
\$ _____

TOTAL OPTIONAL CLINs (3002 and 3003) OPTION PERIOD THREE CEILING:
\$ _____

TOTAL OPTION PERIOD THREE CEILING: \$ _____

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B.3.5 OPTION PERIOD FOUR:

MANDATORY LABOR CLIN

Only award fee may be proposed; base fee shall not be proposed.

CLIN	Description	Cost	Award Fee _____ %	Total Cost Plus Award Fee
4001	Labor (Tasks 1 – 10)	\$	\$	\$

OPTIONAL LABOR CLINs

Only award fee may be proposed; base fee shall not be proposed.

CLIN	Description	Cost	Award Fee _____ %	Total Cost Plus Award Fee
4002	Labor (Task 11)	DO NOT FILL	DO NOT FILL	\$ 12,000,000
4003	Labor (Task 12)	DO NOT FILL	DO NOT FILL	\$ 20,000,000

**COST REIMBURSEMENT TRAVEL and EQUIPMENT, MATERIALS, and ODCs
CLINs**

CLIN	Description		Total NTE Price
4004	Long-Distance Travel Including Indirect Handling Rate _____ %	NTE	\$ 15,000,000
4005	Equipment, Materials, and ODCs Including Indirect Handling Rate _____ %	NTE	\$ 45,000,000

CONTRACT ACCESS FEE

CLIN	Description		Total Ceiling Price
4006	Contract Access Fee	NTE	DO NOT FILL

TOTAL MANDATORY CLINs (4001, 4004, 4005, and 4006) OPTION PERIOD FOUR CEILING:
\$ _____

TOTAL OPTIONAL CLINs (4002 and 4003) OPTION PERIOD FOUR CEILING:
\$ _____

TOTAL OPTION PERIOD FOUR CEILING: \$ _____

B.4 LABOR OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS)

OCONUS is defined as other than the 48 contiguous states plus the District of Columbia. The United States (U.S.) Department of State's (DoS) Bureau of Administration, Office of Allowances, publishes quarterly report indexes of living costs abroad, per diem rate maximums, quarters allowances, hardship differentials, and danger pay allowances. The Department of State Standardized Regulations (DSSR) is the controlling regulations for allowances and benefits available to all U.S. Government civilians assigned to foreign areas. Contractor personnel assigned to OCONUS locations shall refer to **Section H** below for the specific costs and benefits that are allowable under this TO.

B.5 INFORMATION FOR SECTION B TABLES

B.5.1 TRAVEL AND MATERIALS, EQUIPMENT, AND ODCs HANDLING RATES

Long-distance travel and Materials, Equipment, and ODCs costs incurred may be burdened with the contractor's indirect/material handling rate in accordance with the contractor's disclosed practices.

- a. If no indirect/material handling rate is allowable in accordance with the contractor's disclosed practices, no indirect/material handling rate shall be applied to or reimbursed on these costs.
- b. If no rate is specified in the contractor's OASIS Pool 3 Contract, no indirect rate shall be applied to or reimbursed on these costs.
- c. If no rate is specified in the schedule of prices above, no indirect rate shall be applied to or reimbursed on these costs.

The indirect handling rate over the term of the TO shall match the rate specified in the schedule of prices above.

B.5.2 CONTRACTOR MANPOWER REPORTING

The costs associated with the contractor manpower reporting requirements (identified in **Section C.5.1.1**) shall be reported under CLIN X001. The costs to be reported under this CLIN are those that relate to this TO only.

B.6 OASIS LABOR CATEGORIES

Labor categories proposed shall be mapped to existing OASIS labor categories (**Section J, Attachment D**). Labor categories proposed by the contractor for specialized support not defined in **Section J, Attachment D** shall map to an Office of Management and Budget (OMB) Service Occupation Classifications (SOC) administered by the Bureau of Labor Statistics (BLS).

B.7 INCREMENTAL FUNDING

B.7.1 INCREMENTAL FUNDING LIMITATION OF GOVERNMENT'S OBLIGATION

Incremental funding in the amount of \$XXX,XXX,XXX for CLINs __*__ through __*__ is currently allotted and available for payment by the Government. Additional incremental funding for these CLINs may be allotted and available for payment by the Government as the funds

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

become available. The estimated period of performance covered by the allotments for the mandatory CLINs is from award through (to be completed at TO award), unless otherwise noted in Section B. The TO may be modified to add funds incrementally up to the maximum of \$***,***,*** over the performance period of this TO. These allotments constitute the estimated cost for the purpose of Federal Acquisition Regulation (FAR) Clause 52.232-22, Limitation of Funds, which applies to this TO on a CLIN-by-CLIN basis.

Incremental Funding Chart for CPAF

See **Section J, Attachment E** – Incremental Funding Chart (Excel Spreadsheet).

B.8 AWARD FEE RESULTS REPORTING TABLE

The Award Fee Determination Plan (AFDP) establishes award fee. See **Section J, Attachment F**– Award Fee Determination Plan (Word document).

C.1 BACKGROUND AND MISSION

The U.S. Army Communications-Electronics Command (CECOM), Logistics and Readiness Center's (LRC) mission is to provide global Command, Control, Communications, Computers, Intelligence, Surveillance, and Reconnaissance (C4ISR) logistics support to the Warfighter and coalition forces in a timely, cost-effective manner. The LRC prepares, sustains, and resets the nation's Armed Forces before, during, and after combat operations and deployments. This mission is accomplished through rapid acquisition, maintenance, production, fielding, equipment training, and operation and sustainment of CECOM equipment. The LRC provides the U.S. Army with communications and electronic systems that enable tanks, planes, helicopters, ships, satellites, and missiles to talk to each other and dominate the battlefield.

The mission of the Field Support Directorate (FSD) within the CECOM LRC is to be the provider of choice for support of the world's best C4ISR systems, including equipment training, technical assistance, and forward sustainment services to the Warfighter, anytime, anywhere. Within FSD, the Field Sustainment Support Division's (FSSD) mission is to deliver maintenance, mentoring, and supply support for C4ISR systems and equipment through a Regional Support Center (RSC) construct. FSSD operates on a reimbursable (fee-for-service) basis and provides its customers with the flexibility to tailor the required support based on mission requirements, funding, and any organizational special needs.

The RSCs provide total Life-Cycle Contractor Support (LCCS) for general support (GS) and backup direct support (DS) maintenance for tactical C4ISR systems and equipment; interim contractor support and warranty management for selected systems; and, GS/DS to U.S. Army units. The RSCs are staffed with contractor maintenance and technical subject matter experts (SMEs) capable of providing the full spectrum of maintenance and logistics support for C4ISR systems and surging its support to meet mission requirements as they arise. This TO primarily provides sustainment-level maintenance support below depot level, as defined by Army Regulation (AR) 750-1. On occasion, field level maintenance support is required, but only if it is funded by a unit as interim support while soldiers acquire required skills sets. These contractor SMEs are typically embedded within units at each RSC and as the SMEs are intimately familiar with the unit and the unit's equipment, the SMEs are able to rapidly provide specialized technical expertise and advice. Government civilians employed by FSSD are deployed to provide on-site oversight at each RSC.

C.2 OBJECTIVE

This is a highly technical and complex performance-based TO with contractor support required at numerous geographical locations and installations worldwide. The objective of this TO is to enhance system performance and operational readiness rates while concurrently striving to leverage and drive efficiencies and achieve overall savings for the customers, C4ISR systems, and requirements supported under this TO.

The Government desires to increase efficiencies, enhance unit and systems readiness, and facilitate performance-based worldwide sustainment efforts. CECOM has a history of providing rapid responses to customer and mission requirements as they arise and CECOM possesses the capability to deploy trained and ready Government and contractor teams in order to establish quick reaction sites. This construct allows CECOM to quickly extend support to new customers

and new C4ISR systems as requirements arise. To meet this need, the Government also desires superior customer service and responsive, adaptable support from the contractor.

C.3 SCOPE

The scope of this TO is to obtain a wide range of mission-essential logistics, sustainment, and maintenance services for current and future C4ISR systems, equipment, and ancillary operational requirements in support of the Warfighter and U.S. coalition forces worldwide in all Army Field Support Brigade (AFSB) regions. There are significant travel requirements, primarily, but not exclusively to dispatch Contractor Field Support Representatives (CFSRs) and teams to unit locations for sustain missions. Travel requirements will vary widely and can be short notice. Most trips will be two weeks or less in duration; however, occasionally long-range requirements will arise requiring extended travel.

C.4 PERFORMANCE REQUIREMENTS ACROSS ALL TASK AREAS

In performing this requirement, the contractor shall interact with Program Executive Offices (PEOs) and system/equipment Program, Project, and Product Managers (PdMs) to ensure effective communication of CECOM and Army Materiel Command (AMC) actions and initiatives. As a part its support, the contractor may be required to coordinate with the military Force Protection Officer, CECOM Senior Command Representatives (SCRs), and/or Brigade Logistics Support Teams (BLST) for all regions through the specified CECOM Contracting Officer's Technical Representative (COTR).

The contractor shall perform actions, projects, and activities to ensure success of a wide range of fielding and C4ISR integration initiatives. The contractor shall provide for the synthesis, integration, and coordination of key plans and events involving logistics and maintenance support actions. The contractor shall provide input into various unit documents such as Standard Operating Procedures (SOPs); assist with overviews of sustainment support practices to ensure a seamless transition from fielding to sustainment; and, coordinate with necessary agencies in the development of support concepts.

The contractor shall also conduct analyses and provide recommendations to the Government on budget, manning, and task execution requirements for operations on short, near, and long-term goals and objectives to ensure that specified missions are executed in support of Performance Work Statement (PWS) requirements.

C.4.1 C4ISR RSC CONSTRUCT

C4ISR RSCs are fixed sites co-located with the AFSBs in seven regions worldwide. The contractor is responsible for staffing and operating the C4ISR RSCs as well as the facilities at each designated location. Each AFSB has an assigned CECOM Forward-Deployed COTR that the contractor shall work in conjunction with to support the execution of C4ISR activities. The critical planning factor for the contractor is staffing as required by region and not by site or task area for Tasks 3 through 9. Within each AFSB, the contractor shall support all of the systems and equipment listed in **Section J, Attachment G**. The seven AFSB regions are:

- a. **401st AFSB [Southwest Asia (SWA)]:** In Afghanistan, the primary RSC is located at Bagram Air Base (AB) with a satellite RSC located at Kandahar AB. In Kuwait, there is an RSC located at Camp Arifjan.

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- b. **402nd AFSB (Hawaii)**: Currently there is not an RSC in the 402nd.
- c. **403rd AFSB (Korea)**: The primary RSC is located at Camp Humphreys with a satellite RSC located at Camp Stanley.
- d. **404th AFSB (CONUS Pacific)**: The RSC is located at Joint Base Lewis McChord (JBLM) in Washington.
- e. **405th AFSB (Europe)**: The RSC is located in Kaiserslautern, Germany.
- f. **406th AFSB (CONUS East)**: The RSC is located at Fort Bragg in North Carolina.
- g. **407th AFSB (CONUS West)**: The primary RSC is located at Fort Hood in Texas with a satellite RSC located at Fort Bliss in Texas.

The Government may require the contractor, via written notification from the FEDSIM Contracting Officer's Representative (COR), to facilitate the opening of new RSC locations worldwide or to support the downsizing and/or closing of existing locations. There are limited requirements outside the AFSB and RSC structure detailed above. These requirements are detailed in Task 10 (**Section C.5.10**) below and additional historical staffing information is provided in **Section J, Attachment H**. For all Tasks, specific places of performance are defined in **Section F** below.

For all C4ISR RSCs supported, the contractor shall establish a base technical and logistical staff and ensure that each region can quickly acquire the skill sets to perform all levels of maintenance and logistics for C4ISR capabilities such as electronics (i.e., high frequency (HF) radios, Trojan, Prophet, Thermal Weapons Sights, and Firefinder), fiber optic, satellite, imaging, mechanical, power and electrical, counter-improvised explosive device (C-IED), counter mortar, elevated sensors, and aerial survivability equipment. For each system, unless otherwise specified, the contractor shall be required to perform system repairs in order to return each to the full operational capability or the U.S. Army's 10/20 standard and in accordance with the applicable technical manual(s) (TMs). All applicable TMs will be provided post-award to the contractor as Government-Furnished Information (GFI).

C.4.2 GENERAL LOGISTICS, MAINTENANCE, AND SUSTAINMENT SUPPORT FOR ALL C4IS4 SYSTEMS AND EQUIPMENT

The contractor shall perform logistics, maintenance, and sustainment support services to support the CECOM mission worldwide, both in peacetime and during contingency and wartime operations. The contractor shall store the Government-Furnished Equipment (GFE) necessary to support a 120 hour repair turn-around-time (TAT) for C4ISR systems supported through the RSC construct. For the BETSS-C systems and all other Elevated Sensor systems in scope of this TO, the contractor shall maintain system operational readiness rates (ORRs) above 90 percent for mission systems and above 85 percent for non-mission systems.

The logistics, maintenance, and sustainment support for the C4ISR systems and equipment is defined below.

Logistics Support:

- a. **Pack/Wrap/Ship**: The contractor shall pack, wrap, and/or containerize systems, components, or parts in accordance with military transportation specifications for shipment or transport to/from CONUS and OCONUS and between various locations

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within the contingency region. Whenever possible, shipments and transport shall be by Government means and shall be within the time limit for each priority.

- b. **Stock/Store/Issue:** The contractor shall maintain stock levels of spares and repair parts as needed in order to sustain system operational readiness rates for BETSS-C systems and RSC operations. The contractor shall store components and parts in an environment that provides optimum shelf life under the climate conditions. The contractor shall sustain the ability to issue parts and components when required to replace or exchange as necessary to repair Not Mission Capable (NMC) capabilities to Fully Mission Capable (FMC).
- c. **Cleaning:** The contractor shall comply with all environmental and hazardous materials (HAZMAT) laws, regulations, and policies when cleaning specified systems, subsystems, components, parts, facilities, and/or equipment. Cleaning shall meet the standards set by the manufacturer and Government specifications; and, it shall be inspected in accordance with the applicable system checklist.
- d. **Retrograde:** The contractor shall inventory, inspect, clean, pack, document, and prepare systems, components, or parts for transport to Government specified/designated destination(s) including Redistribution Property Assistance Team (RPAT) yards. Systems, components, or parts may also be transported directly from deployment or from OCONUS locations to CONUS locations.
- e. **Equipment Accountability:** The contractor shall maintain full accountability of Authorized Stockage List (ASL) spare parts and non-fielded assets. Non-fielded assets consist of training, test, and non-actively fielded systems. The contractor shall also conduct monthly ten percent cyclic inventories on ASL and non-fielded assets, as well as monitor stock levels and burn rates in order to cross-level ASL to ensure continuous spares availability. The contractor shall use U.S. Army/Department of Defense (DoD) databases and systems such as Global Combat Support System – Army (GCSS-A), Logistics Information Warehouse (LIW), Joint Planning and Execution System (JOPES), Theater Provided Equipment (TPE) Planner, and Logistics Modernization Program (LMP) in accordance with AR 735-5.
- f. **Care Of Supplies In Storage (COSIS):** In the COSIS program, systems in storage are maintained in ready-for-issue condition. Any system designated for COSIS support shall be maintained by the contractor so that the system is preserved and maintained in an issuable condition. The COSIS program includes the in-storage visual inspection through cyclic inspections, minor repair, preservation, and packing of materiel required to achieve this objective. The reference governing COSIS is AR 740-3, Stock Readiness.

Maintenance Support:

- a. **Inspect:** The contractor shall perform initial and post Quality Assurance (QA)/Quality Control (QC) inspections on systems and equipment components upon their induction into the repair cycle and prior to returning them to the customer. Inspections shall be sufficient to ensure zero misplaced or misdirected serial number items and less than three percent of repairs returned due to repair failure. Inspections shall be performed in accordance with applicable specifications and technical documentation or check lists.
- b. **Assemble/Disassemble:** The contractor shall assemble/disassemble systems, components, and/or parts in accordance with the instructions, specifications, and/or technical documentation. When exact specifications for assembling and disassembling

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systems are required, the contractor shall not deviate from the specifications. The contractor shall maintain and manage all system components, pieces, and parts to ensure full accountability for all durable items.

- c. **Modification/Upgrade:** When specified by a Government service bulletin or the fielding Program Manager for the system, the contractor shall incorporate system and component modifications in accordance with applicable drawings, specifications, instructions, and other documentation, within specified tolerance, in order to achieve fully operational capability. The contractor shall perform modifications and while performing modifications, shall maintain full accountability of all associated kits and durable parts.
- d. **Repair Level:** The contractor shall perform all operational tests, inspections, removal, replacement, repairs, updates, reinstallation, or evacuation to the original equipment manufacturer (OEM) for defective hardware components, firmware, and software. The contractor shall retest operational capability in accordance with the technical documentation to repair systems or components at the Operator, Field, and Sustainment level (Army TMs, -10 through -20 levels).
- e. **Test:** The contractor shall utilize the applicable tools, test equipment, documentation, procedures, and instructions to effectively test electronic, mechanical, electromechanical, hydraulic, fiber optic, and network capabilities to establish and document the operational effectiveness of systems and components within the specified tolerance of the item under test.
- f. **Calibrate:** The contractor shall apply technical specifications, documentation, and instructions; and, utilize applicable tools and test equipment to perform calibration of electronic, mechanical, electromechanical, video, imaging, communications, sensing, and other C4ISR systems or components to ensure compliance with the required specifications.
- g. **Install/Uninstall:** The contractor shall install and/or uninstall systems, subsystems, components, or parts in accordance with drawings, documentation, and instructions within specifications to achieve full operational capability and optimum effectiveness. The contractor shall maintain full accountability of all durable components or parts associated with the installation or uninstallation.
- h. **Integrate:** The contractor shall provide integration support and perform integration services for multiple variants of C4ISR systems, subsystems, and components. The contractor shall facilitate the stock, store, and issuance of components, sets, and kits; and, facilitate the production and assembly process for integrating systems, subsystems, and components into various vehicle and network configurations. The contractor shall comply with all QA/QC specifications and provide operational testing support to insure FMC upon final inspection.
- i. **Screening:** The contractor shall perform screening of systems, components, parts or assemblies prior to installation, repair, shipment, stocking, or issuing to ensure full accountability, level of repair, or operational condition prior to use in a mission capacity. The screening process shall determine if a system, component, or part is beyond economical repair or exceeds the maintenance expenditure limit (MEL) before any unauthorized costs are incurred.
- j. **Fault Isolation:** The contractor shall perform fault isolation in accordance with applicable system, component troubleshooting procedures to effectively determine

operational effectiveness and identify various electrical, mechanical, electronic, imaging, networking, hardware, firmware, or software faults, failures, or defects within the overall systems Mean Time To Repair (MTTR) specifications.

- k. **Align:** The contractor shall perform alignment of electronic, imaging, mechanical, and/or electromechanical, systems and components in accordance with applicable specifications, documentation and/or instructions within tolerance to ensure full operational capability.
- l. **Overhaul:** The contractor shall establish, facilitate, and manage a program to overhaul specified system, subsystem, and/or associated support equipment of designated programs by size or capability with a capacity for continuous throughput to meet certain production quantities and timelines.
- m. **Refurbishment/Reset:** The contractor shall utilize applicable tools and test equipment to perform refurbishment/reset of systems, subsystems, and components in accordance with technical documentation and instructions to meet prescribed specifications and standards (i.e., 10/20 or FMC). The contractor shall determine the level of service required and identify/request authorization when an item requires extensive repairs beyond the MEL for refurbishment/reset. Both CONUS and OCONUS, the contractor shall also provide preventative tower maintenance and retrofit.
- n. **Systems Engineering Support:** The contractor shall perform, conduct, and provide limited systems engineering services in support of specified C4ISR systems, subsystems, and overall capabilities in the form of highly technical operation, design, modification, analysis, reporting of analytical findings, testing, evaluating, and documenting for record any information that is considered critical to sustaining and maintaining operational effectiveness.

C.5 TASKS

The following tasks are in support of this TO and are detailed below:

- a. Task 1 – Provide Program Management
- b. Task 2 – Provide Transition Support
- c. Task 3 – CECOM Forward Element (CFE) Support
- d. Task 4 – Maintenance Operations Support
- e. Task 5 – Supply Support
- f. Task 6 – Logistics Plans and Operations Support
- g. Task 7 – Training Support
- h. Task 8 – Sustainment Support
- i. Task 9 – Expeditionary Laboratory Support
- j. Task 10 – Additional C4ISR Support
- k. Task 11 – Foreign Military Sales (FMS) Support (Optional Task)
- l. Task 12 – Surge Support (Optional Task)

C.5.1 TASK 1 – PROVIDE PROGRAM MANAGEMENT

The contractor shall provide program management support under this TO. This includes the management and oversight of all activities performed by contractor personnel, including

subcontractors, to satisfy the requirements identified in this PWS. The contractor shall identify a Program Manager (PM) by name who shall provide the contractor personnel with management, direction, administration, quality control, and leadership to ensure successful execution of this TO.

The contractor shall facilitate Government and contractor communications; use industry best-standards and proven methodologies to track and document TO requirements and activities to allow for continuous monitoring and evaluation by the Government; and, ensure all support and requirements performed are accomplished in accordance with the TO. The contractor shall notify the FEDSIM COR and CECOM Technical Point of Contact (TPOC) via a Problem Notification Report (PNR) (**Section J, Attachment I**) of any technical, financial, personnel, or general managerial problems encountered throughout the TO period of performance.

C.5.1.1 SUBTASK 1 – CONTRACTOR MANPOWER REPORTING

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for execution of services provided under this TO for the U.S. Army to the Contractor Manpower Reporting Application (CMRA) (**Section F, Deliverable 1**). The contractor shall completely fill in all required data fields using the following web address:
<http://www.cmra.army.mil/>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2016.

Contractors may use Extensible Markup Language (XML) data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the web.

C.5.1.2 SUBTASK 2 – COORDINATE A PROGRAM KICK-OFF MEETING WITH THE GOVERNMENT

The contractor shall coordinate a Program Kick-Off Meeting (**Section F, Deliverable 2**) in conjunction with the Government within ten workdays of Project Start (PS) at a location approved by the Government. The meeting will provide an introduction between the contractor personnel and Government personnel who will be involved with the TO. The meeting will provide the opportunity to discuss technical, management, and security issues, and travel authorization and reporting procedures. At a minimum, the attendees shall include the contractor's Key Personnel, the CECOM TPOC, the FEDSIM Contracting Officer (CO), all other Government stakeholders, and the FEDSIM COR. At least three workdays prior to the Kick-Off Meeting, the contractor shall provide a draft Kick-Off Meeting Agenda (**Section F, Deliverable 3**) for review and approval by the FEDSIM CO, the FEDSIM COR, and the CECOM TPOC prior to finalizing. The agenda shall include, at a minimum, the following topics/deliverables:

- a. Points of contact (POCs) for all parties
- b. Draft Project Management Plan (PMP) discussion including schedule, tasks, etc.

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- c. Draft Financial Report Format (**Section C.5.1.10**)
- d. Personnel discussion (i.e., roles and responsibilities and lines of communication between contractor and Government)
- e. Staffing Plan and status
- f. TO Portal strategy/solution (**Section C.5.1.12**)
- g. Status of Theater Business Clearance (TBC), Letters of Authorization (LOA), and Government Furnished Life Support Validation (GFLSV)
- h. Technical Expert Status Accreditation (TESA) process
- i. Security discussion and requirements (i.e., building access, badges, Common Access Cards (CACs))
- j. TO administration and invoicing considerations
- k. Transition discussion

The deliverables required to be provided to the Government at the Kick-Off Meeting are listed in **Section F**.

The Government will provide the contractor with the number of Government participants for the Kick-Off Meeting and the contractor shall provide sufficient copies of the presentation for all present.

The contractor shall draft and provide a Kick-Off Meeting minutes report in accordance with **Section C.5.1.6, Provide Meeting Reports**, documenting the Kick-Off Meeting discussion and capturing any action items.

C.5.1.3 SUBTASK 3 – PREPARE A PROGRAM MANAGEMENT PLAN (PMP)

The contractor shall prepare and deliver a draft and a final PMP that is based on the contractor's solution. The contractor shall utilize the PMP as the foundation for information and resource management planning. At a minimum, the PMP shall:

- a. Describe the proposed management approach and contractor organizational structure.
- b. Provide an overall Work Breakdown Structure (WBS) and associated responsibilities and partnerships between or among Government organizations.
 - i. The WBS shall identify all technical activities at a level of detail sufficient for the contractor to manage the work at no less than a week by week basis.
 - ii. Each WBS element shall be accompanied by a description and expected result(s).
 - iii. Each WBS element shall include an estimate of the duration, level of effort (LOE) by labor category, and resource cost.
- c. Describe in detail the contractor's approach to risk management under this TO and approach to communications including processes, procedures, communication approach, and other rules of engagement between the contractor and the Government.
- d. Describe in detail the contractor's quality control methodology for accomplishing TO performance expectations and objectives. This includes how the contractor's processes and procedures will be tailored and integrated with the Government's requirements to ensure high quality performance.
- e. Contain detailed SOPs for all tasks.

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- f. Include milestones, tasks, and subtasks required in this TO.
- g. Include a staffing matrix (including all subcontractor personnel) with all personnel assigned to the TO and include, at a minimum, their position, client(s) supported, and duty station/assigned place of performance.
- h. Include the contractor's general operating procedures for:
 - i. Travel
 - ii. Work hours
 - iii. Leave
 - iv. Staff training policies
 - v. Problem or issue resolution procedures

The contractor shall provide the Government with a draft PMP (**Section F, Deliverable 4**) on which the Government will make comments. The final PMP (**Section F, Deliverable 5**) shall incorporate the Government's comments. The PMP shall be updated as changes in the program occur (**Section F, Deliverable 6**). The PMP shall be reviewed and updated as needed on a bi-annual basis, at a minimum, and the contractor shall conform to the latest Government-approved version of the PMP. The contractor shall keep the PMP electronically accessible to the Government at all times.

C.5.1.4 SUBTASK 4 – PREPARE A MONTHLY STATUS REPORT (MSR)

The contractor shall develop and provide an MSR using Microsoft (MS) Office Suite applications, by the tenth of each month via electronic mail (email) to the FEDSIM COR and the CECOM TPOC (**Section F, Deliverable 7**). The MSR shall summarize by task area the technical and managerial work performed by the contractor during the previous month, and shall also, at a minimum, include the following:

- a. Activities/deliverables during reporting period, by task (include on-going activities, new activities, and activities completed, and progress to date on all above mentioned activities). Each section shall start with a brief description of the task.
- b. Problems and corrective actions taken. Also include issues or concerns and proposed resolutions to address them.
- c. Personnel gains, losses, and status (upcoming leave, security clearances, etc.).
- d. Government actions required.
- e. Schedule (show major tasks, milestones, and deliverables; planned and actual start and completion dates for each).
- f. Summary of trips taken, conferences attended, etc. (attach Trip Reports to the MSR for reporting period).
- g. Financial status including:
 - i. Actual TO burn through the previous month and projected cost of each CLIN, broken down by task area, for the current month.
 - ii. Up-to-date spend plan including baseline, actuals, and forecast.
 - iii. Cumulative invoiced amounts for each CLIN and task area to-date.
- h. Any recommendations for change, modifications, or improvements in tasks or process.

- i. Any changes to the PMP.

C.5.1.5 SUBTASK 5 – CONVENE MONTHLY IN-PROCESS REVIEWS (IPRs)

The contractor PM shall convene a monthly IPR meeting with, at a minimum, the CECOM TPOC, FEDSIM COR, and other vital Government stakeholders (**Section F, Deliverable 8**). The purpose of this meeting is to ensure that the Government has all the required information to make decisions, manage stakeholders, and coordinate activities. The contractor shall provide minutes of these meetings, including attendance, issues discussed, decisions made, and action items assigned, to the CECOM TPOC and the FEDSIM COR within five workdays following the meeting (**Section F, Deliverable 9**).

C.5.1.6 SUBTASK 6 – PROVIDE MEETING REPORTS

The contractor shall submit Meeting Reports (**Section F, Deliverable 10**), as requested by the CECOM TPOC and/or FEDSIM COR, to document meetings. The Meeting Reports shall, at a minimum, include the following information:

- a. Meeting attendees and their contact information and, at a minimum, identify organizations represented
- b. Meeting date and location
- c. Meeting agenda
- d. Purpose of meeting
- e. Summary of what transpired (issues and risks discussed, decisions made, and action items assigned)
- f. Conclusion
- g. Recommendation(s)
- h. Next scheduled event(s) impacting or impacted by the meeting

C.5.1.7 SUBTASK 7 – PREPARE TRIP REPORTS

The Government will identify the need for a Trip Report (**Section F, Deliverable 11**) when the request for travel is submitted. The contractor shall keep a summary of all long-distance travel (**Section F, Deliverable 12**) including, but not limited to, the name of the employee, Government approval authority, location of travel, duration of trip, total cost of the trip, and POCs at the travel location. Trip reports shall also contain, at a minimum, a detailed description of the purpose of the trip and any knowledge gained.

C.5.1.8 SUBTASK 8 – TECHNICAL EXPERT STATUS ACCREDITATION (TESA)

The contractor shall be responsible for understanding and complying with the DoD Contractor Personnel Office (DOCPER) TESA requirements for those personnel whose assigned duty station is in Germany. The contractor shall submit completed TESA documentation (**Section F, Deliverable 13**) to the FEDSIM COR at the Kick-Off Meeting. TESA documentation includes, but is not limited to, the contract notification form, job descriptions, employee TESA applications, employee resumes, and employee employment contracts (**Section H.29.1**). After review and approval, the FEDSIM COR will submit all TESA documents to DOCPER to begin the approval process.

More information can be located on the U.S. Army Europe (USAREUR) DOCPER website:
<http://www.eur.army.mil/g1/content/CPD/docper.html>.

C.5.1.9 SUBTASK 9 – PERSONNEL TRACKING AND REPORTING

The contractor shall track all personnel supporting the TO via two deliverables, the Personnel Status Report (PERSTAT) (**Section F, Deliverable 14**) and the weekly roster (**Section F, Deliverable 15**). The Government will specify the information to be included in the PERSTAT and the weekly roster post-award at the TO Kick-Off Meeting.

For the PERSTAT, the contractor shall assist the CECOM SCRs in maintaining the Combatant Commander's PERSTAT and other management tools for tracking the contractor's availability against specific CECOM mission requirements. On a daily basis, the contractor shall track and report on all applicable contractor personnel in the 401st AFSB via the PERSTAT as soon as those individuals have been scheduled to attend CONUS Replacement Center (CRC) for OCONUS deployment location.

Additionally, the contractor shall provide a weekly roster of all contractor personnel, CONUS and OCONUS, supporting this TO. The roster shall include the names of all contractor personnel, their assigned place of performance, and their labor category and functional role. OCONUS personnel shall be included immediately upon the following criteria:

- a. Once those individuals have been scheduled to attend CONUS Replacement Center (CRC) for OCONUS deployment location.
- b. Application for TESA status for personnel stationed in Germany.
- c. Application for Status of Forces Agreement (SOFA) status in Korea or any other country that has a SOFA with the U.S.
- d. Initiation of any special visa or a similar requirement for contractor employees under this TO being employed OCONUS.

CONUS personnel (including Alaska and Hawaii) shall be reported immediately upon the initiation of a CAC request.

C.5.1.10 SUBTASK 10 – CUSTOMER ACCOUNTS AND FINANCIAL REPORTING

CECOM LRC is a fee-for-service organization and as a result, this TO has over 100 customer accounts with each customer utilizing separate funding stream(s) and requiring distinct funds tracking. The contractor shall assign each customer a customer tracking number (CTN). The contractor shall provide a monthly financial report (**Section F, Deliverable 16**) which details, by CTN, the funding, expenditures, commitments, and labor hours accrued to date by system, location, line of accounting, and CLIN. The contractor shall present a draft proposed format for the financial report at the TO Kick-Off meeting for Government approval and shall utilize the Government approved financial report format to provide the monthly financial report.

C.5.1.11 SUBTASK 11 – COST ESTIMATE DEVELOPMENT

All requests for new, revised, and/or renewed CECOM customer support will be communicated in writing to the contractor from the FEDSIM COR. Unless specifically authorized in writing from the FEDSIM CO or the FEDSIM COR, the contractor shall not engage in activities or efforts to bring new customer support to this TO. As these requests are received, the contractor

shall generate and provide the CECOM TPOC and FEDSIM COR with a Rough Order of Magnitude (ROM) or a cost estimate (**Section F, Deliverable 17**) to complete the required effort. The ROM shall include a total estimated labor; equipment, materials, and ODCs; and travel costs to accomplish the effort. Within the ROM, the contractor shall identify the estimated labor categories, associated labor rates, and LOE necessary to complete the effort to arrive at a total estimated labor cost. Additionally, the contractor shall also provide a breakout of all estimated equipment, material, and ODCs and travel costs.

The Government will provide the contractor with a ROM completion/submission date for each ROM request provided to the contractor. Within two days of receiving the Government's request for ROM development, the contractor shall notify the CECOM TPOC and the FEDSIM COR in writing if the request is not detailed enough to enable completion of the ROM and provide the CECOM TPOC and FEDSIM COR with details regarding what additional information is needed in order to complete the ROM. Once the Government has accepted the ROM, the FEDSIM COR will provide the contractor with authorization to proceed in writing.

C.5.1.12 SUBTASK 12 – DEVELOP AND MAINTAIN A TO PORTAL

The contractor shall develop and maintain a portal which both Government-approved contractor personnel and Government personnel can access worldwide via unique user idea and password. The TO portal shall not be CAC enabled and shall be a cloud-based solution available to users with a .mil and a .gov account. The contractor shall provide the CECOM TPOC and the FEDSIM COR with a recommended portal strategy or solution (**Section F, Deliverable 18**) at the TO Kick-Off Meeting; and, once the CECOM TPOC and FEDSIM COR have provided the contractor with authority to proceed, the contractor shall proceed with developing and implementing the approved solution in a timely and efficient manner.

The objective of the TO portal is to introduce efficiencies and ensure coordinated service delivery worldwide. At a minimum, the TO portal shall serve as a repository for all TO deliverables and shall also possess a workflow process that automates the contractor's submission of ROMs, Requests to Initiate Purchases (RIPs), and Travel Authorization Requests (TARs). This workflow process shall also allow the FEDSIM COR and other Government personnel to provide digital concurrence and approval for ROMs, RIPs, and TARs.

C.5.2 TASK 2 – PROVIDE TRANSITION SUPPORT

C.5.2.1 SUBTASK 1 – TRANSITION-IN

The contractor shall ensure a smooth transition of services with no degradation in capabilities during transition. The Transition-In period shall be two-phased. The first phase shall transition the legacy Elevated Sensors contract and it shall begin at PS and shall conclude within 90 days of PS. The second phase shall transition the legacy C4ISR RSC contract. The second phase is intended to begin in the first quarter of FY 2017, the Government will provide the contractor with an update at the TO Kick-Off meeting and the second phase of Transition-In shall conclude within 90 days of the Government-specified initiation date. Although Transition-In shall be two-phased, the contractor shall initiate **ALL** TESA, SOFA, and other overseas documentation for all contractor personnel in consultation with the Government immediately upon PS.

As a part of Transition-In, the contractor shall also coordinate with the outgoing contractors and the Government to ensure all Contractor Acquired Property (CAP) and GFE is transferred to the

incoming contractor. The contractor shall provide an updated Transition-In Plan (**Section F, Deliverable 19**), based on the contractor's draft Transition-In Plan submitted with the proposal, to be approved by the Government.

C.5.2.2 SUBTASK 2 – TRANSITION-OUT

The contractor shall provide a draft Transition-Out Plan no later than 120 calendar days prior to the end of the initial period of performance (Base Period) (**Section F, Deliverable 20**) on which the Government will make comments. The final Transition-Out Plan (**Section F, Deliverable 21**) shall incorporate the Government's comments. The contractor shall review and update the Government-approved Transition-Out Plan on an annual basis at a minimum and the contractor shall review and update the Transition-Out Plan quarterly during Option Period Four (**Section F, Deliverable 22**). The Transition-Out Plan shall include all the topics included in the Transition-In Plan.

The contractor shall provide Transition-Out activities and support when required by the Government. The Transition-Out Plan shall facilitate the accomplishment of a seamless transition from the incumbent to an incoming contractor/Government personnel at the expiration of the TO. The contractor shall specifically identify in the Transition-Out Plan how it will facilitate the transfer of all CAP and GFE either to the Government or the incoming contractor. The contractor shall also identify in the Transition-Out Plan how it will coordinate with the incoming contractor and/or Government personnel to transfer knowledge regarding the following:

- a. Project management processes
- b. POCs
- c. Location of technical and project management documentation
- d. Status of ongoing technical initiatives
- e. Appropriate contractor to contractor coordination to ensure a seamless transition
- f. Transition of Key Personnel
- g. Schedules and milestones
- h. Actions required of the Government
- i. A final invoice and close-out schedule with the dates and actions to be completed for TO close-out

The contractor shall also establish and maintain effective communication with the incoming contractor/Government personnel for the period of the transition.

C.5.3 TASK 3 – CECOM FORWARD ELEMENT (CFE) SUPPORT

The contractor shall provide business operations support to any regional CFE, including the CECOM Regional Maintenance Managers (RMMs) and the CECOM SCRs assigned to each AFSB region as requested by the FEDSIM COR.

The contractor shall assist the CECOM SCRs and RMMs in tracking and responding to key tasks. The contractor shall directly execute all requirements associated with maintaining security badges and TBC and shall provide input to all reports and other documentation specified by the Commander of the regional AFSB and subordinate commanders for tracking and reporting on

contractors in theater. This includes, but is not limited to, all reports as required for the Synchronized Predeployment and Operational Tracker (SPOT) system.

The contractor shall coordinate with theater Combatant Commanders, CECOM, AMC, and DA to assist the supported CFE Representatives with resolving any issues pertaining to this TO. As requested by the Government, the contractor shall also assist CFE with all tasks included in this PWS relative to the offices and locations of CFE members. This assistance may include purchase support specified in **Section H.17** for equipment, supplies, and services to meet safety and environmental requirements specified in **Section H.22**. This assistance may also include executing any pack-wrap-ship requirements and providing transport support for equipment, furniture, supplies, or similar support required by any CFE element.

C.5.4 TASK 4 – MAINTENANCE OPERATIONS SUPPORT

Maintenance support shall be performed to satisfy the sustainment level of maintenance as described in AR-750-1. Sustainment maintenance support includes preliminary inspection, disassembly, modification, reassembly, fault isolation, repair, alignment, testing, and final inspection. All maintenance support provided shall be in accordance with equipment documentation, technical specifications provided by the Government, and sound maintenance techniques and practices.

The contractor shall perform maintenance support in accordance with the appropriate Maintenance Allocation Chart (MAC) and/or applicable documentation from the system Program Manager's Office and shall provide technical assistance to include over the shoulder training and imparting of system level knowledge to unit maintenance personnel. The contractor shall perform maintenance services including screening and repairing electronic equipment; installing software in electronic equipment; and, installation and de-installation of electronic equipment on vehicles, ground stations, and aerial vehicles.

The contractor shall perform maintenance and repair services including, but not limited to, fault diagnosis, removal and replacement of line replaceable units (LRUs), Preventative Maintenance Checks and Services (PMCS), screening, repair, overhaul, refurbishment, retrograde, installation of systems, customer support, calibration, and alignment for all C4ISR systems and associated support equipment in scope of this PWS. Maintenance support shall primarily be at the Sustainment level, less depot level (as defined by AR 750-1) in the area of electronics, and to a lesser extent mechanical support, including generator and environmental control unit repair and overhaul, and installation of C4ISR and electronic equipment and systems as required.

The contractor shall provide CONUS maintenance support for Program Manager Medium Altitude Enhanced (PM MAE) systems in conjunction with the Government's Redstone Arsenal, Alabama repair facility in order to replace parts, materials, equipment, and accessories used in the repair of end items or any components of BETSS-C systems.

The overall repair and maintenance objective is to repair and fix forward. The only exception is systems under warranty that require return to the OEM for repair and the Government will identify which systems are under warranty. Systems that are specified as repair and maintain in the field shall not be evacuated to other locations for repair. In the event that the contractor determines that the required repair or maintenance is beyond the capability of the local site contractor personnel to execute, the contractor may request an exception from the CECOM COTR. Systems may only be evacuated to other locations if the CECOM COTR provides written

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approval. Additionally, RSCs shall maximize use of military-operated supply support activities (SSAs) at a base or forward operating base (FOB) for requisitioning and obtaining needed repair parts as detailed in **Section C.5.5** below. If specific systems, due to warranty or licensing requirements or Government-specified response times, require in-theater support then the contractor may be required to incorporate employees of the OEM on this TO, either as subcontractors or as vendors.

For warranty items, the contractor shall be responsible for managing, stocking, storing, issuing, transporting, and accounting for them. This level of support shall include implementing a forward based warranty program on specified items or categories of equipment. The contractor shall adhere to standard industry warranty for all equipment and workmanship associated with this effort. The contractor shall seek warranties on all materials supplied to the Government under this TO.

Many C4ISR systems include LRUs and sub-components that are specified in the system's TM for repair by the OEM, a CONUS-based depot, or other repair facility. For any system components not authorized for repair at the forward repair maintenance level and below, in the system's TM or other Government-provided reference, the contractor shall identify the repair and the applicable section in the TM or other applicable reference. The contractor shall identify and submit, via Department of the Army (DA) Form 2028, Recommended Changes to Publications and Blank Forms, for any tasks that the contractor believes can be performed at the forward repair level and below. These recommendations shall be submitted to the CECOM COTR for review and approval.

While performing repair and maintenance activities, the contractor shall notify the CECOM COTR of any repair that is expected to exceed 65 percent of the replacement value of the item under repair. The contractor shall cease work on any repair item and notify the CECOM COTR if the total cost of repair reaches 75 percent of the replacement value of the item under repair. Once the total cost of the repair reaches 75 percent of the replacement value, the CECOM COTR shall determine if the repair shall continue or if the item shall be replaced. If the Government's decision is to continue with the repair, the CECOM COTR will provide the contractor with written approval requiring the contractor to proceed with the repair. The contractor shall note the Government's requirement to exceed 75 percent of the replacement value and complete the repair on the work-order form and include the Government's written approval in the work-order file.

As a part of forward repair maintenance augmentation, inspection and verification of system operational (GO/NO-GO) status, and limited repair of items coded Depot Repairable shall be completed by the contractor as required by the Government. Limited repair of items coded Depot Repairable is restricted to cleaning connectors, replacing fuses and switches, reseating loose circuit cards, and soldering loose pins. If additional forward repair maintenance tasks are identified, a request for continuous repair authorization shall be approved by the CECOM COTR in writing.

The contractor shall also input workload data into the Government-specified maintenance reporting systems for supported C4ISR systems and operations. Unless otherwise specified by the Government, the contractor shall utilize GCSS-A for maintenance reporting. The contractor shall maintain records for all repair parts and for all line replaceable units and components used for newly fielded systems and shall, on request, extract data for these systems from the records

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and provide the data to the CECOM COTR for onward forwarding to the Fielding Program Manager/agency.

If there is a requirement to create or expand field operations support sites, including transportation of personnel, materials, and Government-furnished trailers; work space and power requirements; and, generators, the contractor shall coordinate with regional Government activities. Additionally, the contractor shall assist the CECOM COTR with coordinating with the AFSB for the installation of hardstands, generators, fencing, and temporary shelters including Sprung-type shelters, as required by the Government. The contractor shall not oversee or direct actual construction of these facilities.

The contractor shall provide a limited number of personnel certified to provide maintenance support for Project Manager Terrestrial Sensors (PM TS) equipment installed on elevated platforms (i.e., guard towers, rooftops, poles, and commercial microwave towers) in accordance with Code of Federal Regulation (CFR) standards. The contractor shall ensure that a qualified technician with the prescribed fall prevention training and equipment will be available within 48 hours of notification of equipment requiring service. Installed Force Protection Suite (FPS) surveillance cameras providing perimeter surveillance and force protection to FOBs in Afghanistan are the primary equipment that shall require servicing. If a technician is unable to access the equipment due to uncorrected hazardous conditions (both structural or force protection), the CECOM COTR shall be notified in writing within 24 hours in order to evaluate the situation and notify U.S. Forces Afghanistan (USFOR-A) of the delay.

C.5.4.1 SUBTASK 1 – REPAIR TURN AROUND TIME (TAT)

For all systems submitted for repair to the contractor, the contractor shall complete an initial assessment and inspection and provide the customer with an estimated date for completion (EDC). The EDC is the date the contractor shall return the system back to the CECOM customer.

As an objective, 85 percent of all NMC and Partially Mission Capable (PMC) shall be repaired and operational within 120 hours following the contractor's acceptance of the item from the CECOM customer. Relief from the 120 hours TAT may be granted by the CECOM COTR if repair parts are not available, repair is to be performed by the OEM as opposed to the contractor, or if the Government has requested that contractor personnel support a higher priority mission effort. An example of a higher priority mission effort would be the diversion of contractor personnel to support a unit being placed on unscheduled alert for deployment on contingency mission. The contractor shall track all repairs open for 30 days or longer and shall provide tracking information and status updates in the MSR (**Section C.5.1.4**).

In support of specified C4ISR systems or mission, equipment, or other requirements, the contractor shall evaluate the repair of PMC or NMC C4ISR systems. If the contractor determines that a failed part caused the system to be PMC or NMC, then the contractor shall ensure that the level of repair is economically justifiable and if so, the contractor shall confirm that the part is not under its originally delivered warranty period. When the level of required repair is not economically justifiable, the contractor shall recommend disposal through the local Defense Reutilization and Marketing Office (DRMO). Prior to commencing with the repair, the contractor shall request authorization in writing from the CECOM COTR. Once receipt of written authorization has been obtained from the CECOM COTR, the contractor shall proceed to acquire all repair materials and bring the PMC/NMC system back to FMC status.

C.5.4.2 SUBTASK 2 – FIELD SERVICE SUPPORT

Field service support is applicable to all deployments, field training exercises, materiel fielding, and local exercises. All customer requests for field service support shall be pre-coordinated with and approved by the CECOM COTR. The contractor shall always coordinate all field service support with on-site CECOM representatives, usually the Logistics Assistance Representative (LAR), and the contractor shall notify the LAR if the contractor is operating in the LAR's area. A LAR is a Government, civilian employee who serves as a technical expert for specific C4ISR system(s). The contractor shall diagnose total system performance problems, perform system maintenance or required repairs, and provide any necessary curative technical guidance or instruction to the operator and maintenance personnel. CFSRs shall also install Modification Work Orders (MWOs) and minor alterations if required by the CECOM COTR.

In the field, the contractor shall provide support for upgrades to existing C4ISR systems; shall conduct maintenance and operational training for users and maintainers in accordance with **Section C.5.7**; shall troubleshoot specified systems to isolate faults; and, shall execute the repair of systems. The contractor shall be responsible for maintaining and managing incidental materials (commonly referred to as "bench stock" – wire connectors, fasteners, replacement nuts and bolts, etc.) necessary to support specified systems in theater. CFSRs on this TO may, on short term basis (not to exceed 90 days), be embedded with the supported units in order to provide this support. Additionally, in order to provide the most effective operational mission capability, the contractor shall provide the expertise necessary to conduct site surveys in order to determine the physical location of system(s).

C.5.4.3 SUBTASK 3 – INSTALLATION, DE-INSTALLATION, INTEGRATION, AND CONFIGURATION SUPPORT

The contractor shall install and de-install C4ISR systems in scope of this TO on system platforms. When tasked by the appropriate system Program Management Office through the CECOM COTR, this support also includes integrating and installing systems onto vehicles and prime movers. The contractor shall develop installation procedures complete with drawings and parts lists (**Section F, Deliverable 23**) and obtain approval of any new integration designs from the appropriate system Program Management Office prior to performing an installation for other than documentation and drafting purposes. These installation procedures shall be validated, detailed, and specify the following:

- a. All mechanical, electrical, and pneumatic interfaces
- b. Templates for all welding, drilling, cutting, and mounting requirements
- c. Cable routing diagrams
- d. Connectors
- e. Bundled wires

When requested by the appropriate system Program Management Office, the contractor shall be capable of providing the same level of detail for current installations. The contractor shall also produce product drawings (**Section F, Deliverable 24**) for any mounting brackets or hardware that are required to be fabricated as a part of the installation procedure(s).

Prior to performing an installation (for other than documentation and drafting purposes), the contractor shall obtain approval for any new integration design or any integration changes (i.e.,

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compatibility or interoperability) from the appropriate system Program Management Office. All drawings and procedures produced for installation support shall be the property of the Government upon delivery (**Section F, Deliverables 23 and 24**).

The contractor shall support the installation, de-installation, and integration of C4ISR equipment and systems on a variety of platforms and military vehicles in accordance with system Program Manager approved procedures. This support could include, but is not limited to, the following:

- a. Ft. Bragg Global Response Force (GRF)
- b. U.S. Army Pre-Deployment Training Equipment (PDTE). Active Duty PDTE locations are currently as follows: Ft. Bragg, Ft. Carson, Ft. Campbell, Ft. Drum, Ft. Hood, Ft. Polk Joint Readiness Training Center (JRTC), Ft. Irwin National Training Center (NTC), Ft. Riley, Ft. Stewart, Ft. Bliss, Ft. Benning, and Ft. Knox.
- c. Operational Projects (OPROJ) and Army Prepositioned Stock (APS) missions.

As required, the contractor shall also support continuous integration and configuration management. The objective of this support is to effectively and efficiently implement already approved configuration changes. Additionally, the contractor shall support the implementation of system technology insertions and this will include supporting surveys to identify optimum placement of system components.

Based on the contractor's technical expertise, experience with systems integration, correspondence with the Warfighter, and maintenance trends, as required and as necessary, the contractor shall provide feedback for system integration improvements to the system Program Management Office.

For BETSS-C systems specifically, the contractor shall, at a minimum, also provide the following installation activities:

- a. Perform site surveys at the designated locations where the systems will be employed.
- b. Provide recommendations to the Unit Commander on the feasibility, functionality, and capabilities of the systems assigned to the Area of Responsibility (AOR).
- c. Possess knowledge of both the in-theater and AOR repair and reacquisition process of equipment that has been found faulty during PMCS.
- d. Perform a before, during, and after installation check of the systems to ensure all components are functional and operational at setup and prior to operation.
- e. Conduct scheduled visits to all BETSS-C locations in-theater on a monthly basis with the objective of increasing the frequency of visits to bi-weekly.
- f. Ground all equipment.
- g. Perform system power up.
- h. Install wireless capabilities.
- i. Run system fiber optic cable to monitoring location(s) or to the Base/FOB fiber ring entry point operated by the supported Signal Brigade/Battalion.
- j. Ensure that fiber optic cable runs are buried or otherwise protected by the military customer to ensure integrity is maintained.
- k. Erect Towers.
- l. Install sensors.

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For PM MAE systems specifically, the contractor shall, at a minimum, also provide the following installation activities:

- a. Perform tower installations for initial site set- up, re-installations for tower movements, and de-installations for site closures.
- b. Perform site surveys for each installation.

C.5.4.4 SUBTASK 4 – FIELDING SUPPORT

The lead fielding agency is responsible for communicating requested fielding support to the CECOM TPOC. The CECOM TPOC, in conjunction with the FEDSIM COR and CECOM COTRs, will evaluate these requests. For BETSS-C and all other Elevated Sensor systems in scope of this TO, the contractor shall serve as the lead fielding agency. For all other systems supported under this TO, the contractor shall provide feedback on fielding events supported and shall make recommendations for improving on-going and future fielding events. Additionally, the contractor shall provide informal on-site services and assistance for product fieldings and shall interface between gaining units and the appropriate fielding/Program Management Office.

C.5.4.5 SUBTASK 5 – AFGHANISTAN AND KUWAIT HELP DESK SUPPORT

The contractor shall create and operate two help desks, one in Afghanistan and the second in Kuwait. The Afghanistan help desk shall be operational 24 hours per day, seven days per week, 365 days per year (24x7x365) and the Kuwait help desk shall be operational for ten hours per day, six days per week. The help desks shall receive queries for technical support for any C4ISR system included on this TO. The contractor may establish regional contact points to receive and forward queries and responses to and from the help desk. The help desk shall be accessible to customers, the CECOM TPOC, CECOM COTRs, and contractor personnel assigned to this TO via email and telephone. The contractor shall maintain a single log of all help desk requests received regardless of location. In addition to the log, the contractor shall also analyze the log and perform a problem trend analysis in order to recommend potential improvements or corrective action the Government could take (Section F, Deliverable 25).

C.5.4.6 SUBTASK 6 – CALIBRATION AND REPAIR OF GOVERNMENT FURNISHED TEST, MEASUREMENT, AND DIAGNOSTIC EQUIPMENT (TMDE)

In support of specified C4ISR systems or mission, equipment, and other requirements as specified in the TO, the contractor shall be responsible for ensuring all TMDE items receive calibration and repair support required for “A” condition code, in accordance with AR 750-1. In accordance with Technical Bulletin (TB) 43-180 “Calibration and Repair Requirements for the Maintenance of Army Materiel” the contractor shall ensure all Government TMDE and tools requiring calibration are scheduled for induction into the U.S. Army TMDE Support regional calibration program through the local TMDE Support Center (TSC). The contractor shall track when TMDE is due for calibration and shall notify the CECOM COTR to ensure all TMDE is kept in compliance. The contractor shall ensure that maintenance operations are not disrupted or delayed while TMDE is being calibrated.

The contractor shall also identify all support and test equipment (mobile or fixed) necessary to support the operation and maintenance of electronic warfare (EW) systems. Planning shall

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account for the operation and maintenance of ground handling and maintenance equipment, tools, and manual and automatic test equipment. Additionally, the contractor shall identify all support and test equipment (mobile or fixed) necessary to support the operation and maintenance of Ground Sensor systems. The contractor shall coordinate necessary software updates and ensure that TMDE and Automated Test Equipment (ATE) has the latest software versions installed.

As requested by the Government, the contractor may be required to purchase and operate additional TMDE/measurement gauges. These devices shall be re-calibrated in accordance with manufacturer recommendation(s).

C.5.4.7 SUBTASK 7 – RETROGRADE OPERATIONS

The contractor shall be prepared to conduct retrograde operations of all systems from OCONUS back to CONUS storage facilities. The contractor shall conduct inventories to ensure full accountability of the systems before shipment to the U.S. The contractor shall utilize Transportation Control Number (TCN) or Radio Frequency Identification (RFID) tags to track outbound shipments and shall leverage Standard Army Management Information Systems in order to track shipments. Upon arrival to the storage facilities, the contractor shall conduct an inventory, perform operations checks, and replace any broken parts before the system is packed up for storage. Projected return and refit locations are outlined in table below:

Return and Refit Locations		
Equipment	Disposition Instructions	Ship to DoD Activity Address code (DoDAAC)
Rapid Aerostat Initial Deployment (RAID) Tower	Huntsville, Alabama	W 908RX
Cerberus Long Range Trailer (LRT)	Huntsville, Alabama	W 908RX
Full Motion Video (FMV)	Huntsville, Alabama	W 908RX
Bi-Static Surveillance System (BSS)	Huntsville, Alabama	W 908RX
Rapid Deployment Integrated Surveillance System (RDISS)	Sierra Army Depot	W 90ZL4
Mid-Range Thermal Imager (MRTI)	Sierra Army Depot	W 90ZL4
Mid-Range Thermal Imager Stand Alone System (MRTI-SAS)	Sierra Army Depot	W 90ZL4
Cerberus Scout	Sierra Army Depot	W 90ZL4

C.5.5 TASK 5 – SUPPLY SUPPORT

The contractor shall perform supply support services in peacetime and during contingency and deployment operations. The contractor shall requisition or purchase repair parts, spares, and other materials as required in order to execute the CECOM mission in accordance with **Section H.17** of this TO. The contractor shall also maintain stock levels and ensure compliance with all warranty provisions.

The contractor shall obtain the incidental materials, such as wiring, connectors, fasteners, tools, etc., necessary to complete repairs. The contractor shall also be responsible for stocking, storing, and managing the floats, incidental materials, and spare parts necessary to support field operations. To improve service and lower Government costs, the contractor shall make stockage level recommendations for floats, incidental materials, spares and repair parts, storage processes, and changes to maintenance concepts or procedures.

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The contractor shall obtain all repair parts needed to repair and maintain C4ISR systems. All parts used for C4ISR system repair shall satisfy the requirements of the appropriate system technical drawing and system specification, unless a waiver to the Military Specification is obtained from the system Product or Program Management Office for use of commercial equivalent. The contractor shall store (in Government provided facilities at Government sites with the exception of the Warfighter Information Network – Tactical (WIN-T) COSIS mission detailed in Section C.5.10.7) the GFE necessary to support a 120 hour repair TAT objective.

The contractor shall execute the following actions in support of supply requirements:

- a. Inter/Intra theater material movement and tracking
- b. Positioning of required supplies for scheduled fielding and installation events
- c. Inventory management of systems, spare parts, and support equipment
- d. Materiel hand-offs
- e. Parts issuance
- f. Return shipment of LRUs and sub-systems to CONUS for depot repair
- g. Generation of reports for maintenance and supply inventory activities that describe supply and repair trends adequate to anticipate the timely reordering of supplies

The contractor shall be accountable for CAP issued during performance of tasks on this PWS. The specific requirements for maintaining Government property on this TO are specified in **Section H.4**.

The contractor shall be responsible for tracking and managing all supported systems and accountable components per Defense Federal Acquisition Regulation Supplement (DFARS) 252.245-7001 and 252.245-7002. The contractor shall take all steps as prescribed by the above references to account for all lost, damaged, or destroyed equipment and accountable components.

Additionally, the contractor shall routinely review the DA G4 Property Accountability updates and policy announcements. The contractor shall ensure all recommendations and requirements that pertain to tasks in this PWS are implemented as posted.

C.5.5.1 SUBTASK 1 – CLASS IX (REPAIR PARTS) REQUISITIONING SUPPORT

In support of specified C4ISR systems or mission, equipment, and other requirements as specified in this PWS, the contractor shall requisition and obtain repair parts (Class IX supply). All parts used for the repair of C4ISR systems shall satisfy the requirements of the appropriate system technical drawing and system specification, unless a waiver to the Military Specification is obtained from the system Program or PdM for use of commercial equivalent.

The preferred source of supply for all repair parts, unless an exception is specifically made by a system Program or Project Manager, is the DoD wholesale supply system, including the Defense Logistics Agency (DLA) and the DoD Electronic Mall (EMALL). Parts shall only be procured commercially if they are not available within the Government supply system or are not readily available. When providing a RIP, as described in **Section H.17** of the TO, to the Government, the contractor's determination of how it will procure the part(s) shall balance lead times against the costs associated with purchasing the item(s) from the DoD wholesale supply system versus from a commercial source. If parts are procured from the OEM and the OEM

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does not have them in stock, the contractor shall provide the Government with a production lead time in writing that shall include the estimated arrival time and shipping estimates.

In deployment locations, if there is a lengthy backorder for a part through the DoD wholesale supply system, then the CECOM COTR may approve commercial procurement if allowed by the underlying Memorandum of Agreement with the CECOM customer funding the support. In non-deployment locations, the use of commercial procurements in lieu of the DoD wholesale system for parts available through DoD channels will normally not be approved by the CECOM COTR, even for a high priority requirement, unless the required part(s) are for a system being repaired to accompany a unit for an upcoming deployment or training exercise related to deployment.

CONUS training exercises are conducted at the NTC at Fort Irwin, California or the JRTC at Fort Polk, Louisiana. OCONUS training exercises are conducted at the Grafenwöhr Training Area in Germany or at the Black Sea Training Location in Europe.

The contractor shall ensure requisitions are processed for a valid requirement. The contractor shall process all National Stock Numbers (NSN) requisitions through the designated regional/installation/FOB SSA. Within two days of requirement determination, the contractor shall complete and submit requisitions to the specified SSA. If the contractor determines that the cost is advantageous to the Government, repair parts may be provided by the system Program Manager's Office for any system in scope of this TO.

The contractor shall create, fill, and maintain an ASL for BETSS-C systems. The ASL is necessary in order to have required repair materials readily available and to ensure an ORR of 90 percent or higher is maintained for mission systems and 85 percent or higher is maintained for non-mission systems. The contractor shall requisition or purchase repair parts, spares, and other materials, in accordance with **Section H.17** of the TO, as required to execute mission requirements. The contractor shall acquire, receive, store, issue, ship, and dispose of spares, repair parts, and supplies for all fielded systems. The contractor shall track and notify the Government as soon as possible in writing of diminishing manufacturing sources and materiel shortages or loss or impending loss of manufacturing sources, or suppliers of items on items required to repair or build systems in scope of this TO.

The contractor shall manage inventories of system components, warranty considerations, and replacement factors, including analysis of part inventories, to support requisitions from field personnel in order to maintain and forecast required stock levels. The contractor shall also identify and supply the required quantities of spare parts inventories to ensure minimal down time (NMC status) resulting from repair activities. For BETSS-C systems, the contractor shall maintain an Order to Ship time by Government-designated location of no more than 72 hours for critical spares that are at zero balance, 120 hours for critical spares that reach the reorder point, and 240 hours for non-critical spares and consumables. The contractor shall include inventory, warranty considerations, and new technology replacement factors in the forecast analysis of parts inventories. The contractor shall execute a monthly reconciliation of all parts ordered and requisitions to ensure the current status has been updated, all receipts are noted, and any required follow-ups for orders not yet received have been initiated.

Replacement parts, material, equipment and accessories used in repair of equipment, or any component thereof, as related in the support requirement, shall be those authorized by the CECOM COTR and located in equipment TMs or other relevant documentation.

The contractor shall update, as required, a Government provided list of limited life (LL) items in accordance with DI-MISC-80508B. The contractor shall also identify and maintain a LL Item List for BETSS-C systems to facilitate advanced ordering to support future mission requirements in accordance with DI-MGMT-80797. LL items are those items that require a procurement lead time exceeding 90 days. The contractor shall use supply chain response time as a key measure in determining the quantity of each item required in the supply pipeline to minimize non mission-capable system rates.

Additionally, the contractor shall establish an obsolescence program that identifies, forecasts, and manages obsolescent components for the BETSS-C family of systems. The contractor shall provide recommendations on component replacements that provide equal or better performance. The contractor shall prepare, maintain, and deliver a listing of obsolete items by BETSS-C configurations in accordance with DI-SESS-81656.

C.5.6 TASK 6 – LOGISTICS PLANS AND OPERATIONS SUPPORT

The contractor shall assist in the development and implementation of logistics sustainment plans for upgrading, fielding, and/or integrating the C4ISR systems provided to units. The contractor shall provide feedback on current sustainment operations and provide comments and recommendations on future sustainment plans that are developed by outside of this TO. For all sustainment operations under this TO, the contractor shall provide lessons learned feedback to the Government as appropriate.

The contractor shall provide recommendations for enhancing support structures and for streamlining and/or reducing the support footprint while minimizing or preventing any adverse impact on system readiness or repair TATs. The contractor shall refer any requests by other Government agencies for formal participation in the development of, or inputs to, sustainment plans or similar efforts for the CECOM TPOC's review and concurrence prior to providing any requested support.

For any new C4ISR systems the Government proposes to include on this TO, the contractor shall evaluate the Government-specified sustainment requirements, and shall identify the processes it would utilize to execute support. Additionally, the contractor shall provide the estimated LOE and estimated cost to execute the support (**Section F, Deliverable 17**).

The contractor may be requested to assist with planning and recommending inputs to plans for upgrading, replacing, retrofitting, or integrating the C4ISR equipment provided to units. The contractor shall provide maintenance data and recommendations upon request to the lead agency responsible for the systems acquisition.

As requested by the CECOM COTR, the contractor shall provide lessons learned feedback for inclusion in existing Brigade Lessons Learned and similar repositories.

C.5.6.1 SUBTASK 1 – ELEVATED SENSORS LOGISTICS SUPPORT

Contractor personnel supporting all BETSS-C systems shall create, manage, and update information in the Total Asset Visibility (TAV) website Rapid Aerostat Initial Deployment (RAID) Contractor Logistics Support (CLS) on a daily basis. The RAID CLS website (www.raidclsspares.com) is a database that provides the Government and the contractor with shared visibility into the status of repair actions, (e.g. repair work in process report, awaiting part, awaiting maintenance). Contractor personnel supporting this subtask shall possess a Secret

security clearance and those personnel will be given access instructions to RAID CLS or other Government-designated websites as soon as the Government has verified the security clearance status following TO award.

The contractor shall brief detailed maintenance status updates on BETSS-C systems during weekly teleconferences with CECOM, Program or PdM representatives, AFSB, and military Force Protection personnel. The contractor shall provide an EDC in conjunction with each open system maintenance action. If the contractor fails to meet the initial EDC, then the contractor shall provide a detailed update to the customer and the CECOM COTR with an explanation of reason for failure and a revised EDC. Any completion date slips, that are outside of the contractors control (i.e., weather, transportation availability, etc.), that cause failures to meet thresholds established in the TAT metrics shall be noted in writing to the CECOM COTR.

C.5.7 TASK 7 – TRAINING SUPPORT

The development of formal lesson plans, programs of instruction, operating or training manuals, training-specific audio-visual displays and related products, and the presentation of formal training is not in scope of this TO. However, the contractor shall, as requested by the Government, assist in identifying training requirements and objectives to accomplish specified C4ISR missions. All training shall be conducted in conjunction with the sustainment mission.

If tasked by the Government to train Warfighters on any system supported under this TO, the contractor shall implement Train the Trainer, Train the Warfighter, Over the Shoulder, and/or On-The-Job (OTJ) training support in order to provide training recipients with knowledge of all operational aspects for the assigned C4ISR system. CFSRs supporting this TO as maintainers, logisticians, and installers may be required to present OJT-type training in a field environment, to include deployment locations. In these locations, the contractor may also be tasked to provide surge training support under this Task. Training may cover any and/or all of the tasks and associated skills required to execute the specific mission of the supported system at the field or deployment location.

Additionally, for BETSS-C systems, the contractor shall also:

- a. Provide reports of systems installed and trained, as well as the number of Warfighters trained to the appropriate Government POC as requested (**Section F, Deliverable 26**).
- b. Identify any shortcomings and deficiencies discovered in training-related documents to the Government while providing training. Examples of training-related documents include Operators Manuals, Maintenance Manuals, Operator Troubleshooting Guides, and Exportable Training Packages.
- c. Provide support to the Government in capturing, clarifying, and/or correcting any noted deficiencies to in-theater lessons learned or SOPs which may improve the technical or tactical support of deployed systems.

C.5.8 TASK 8 – SUSTAINMENT SUPPORT

C.5.8.1 SUBTASK 1 – SYSTEM OPERATOR SUPPORT

The contractor shall specifically designate deployed personnel to serve as system operators for BETSS-C systems. System operators shall be responsible for working with Government personnel, resource managers, and end-users to ensure successful implementation of all system

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operations support for the Warfighter. The system operators shall complete all required field level maintenance requirements (as defined by AR 750-1 and relevant TMs) and shall attend and participate, as required, in meetings, conferences, and program status reviews in support of this TO and overall system operations. Training requirements for system operator personnel are in **Section H.8.2**. Each contractor personnel authorized to deploy to perform BETSS-C operator services shall:

- a. Be solely responsible and accountable for the systems they are assigned to. Being accountable, means that contractor personnel shall fully adhere to the TO requirements.
- b. Operate all assigned systems as outlined by each AOR's Unit Commander.
- c. Inform the Unit Commander of the feasibility, functionality, and capabilities of the AOR's systems.
- d. Perform PMCS on each system and its components in accordance with the operator's manual, TMs, and training materials.
- e. Perform daily checks while the system is in operation.
- f. Perform after-action checks immediately upon a change in the operating environment of the system and prior to resuming the operational status of the system in the new environment.
- g. Use a troubleshooting guide to troubleshoot systems in order to find faults and then once found, articulate the precise problem in order to repair the system.
- h. Document incidents appropriately and forward to qualified supporting maintenance personnel as necessary.
- i. Maintain a log of maintenance performed.
- j. Know both the in-theater and AOR repair and reacquisition process for equipment that has been found faulty during PMCS.
- k. Conduct security checks and safeguard all surveillance, targeting, and force protection equipment pertaining to the family of systems within their AOR.

C.5.8.2 SUBTASK 2 – ANCILLARY SYSTEM/NETWORK COMMUNICATIONS AND ADMINISTRATION SUPPORT

The contractor shall provide support for Government-furnished network management and communications systems, including satellite communication networks. The contractor shall monitor the availability of these systems and if at any time the systems become non-operational during the contractor's duty hours, the contractor shall notify the Government. The contractor shall also be available to execute the specified missions and as specified by the CECOM COTR, shall coordinate with other organizations as appropriate to resolve computer network and computer system support issues for Government sites.

The contractor shall identify, plan, design, sustain, maintain, procure, test, and install networks for high frequency radio systems, Land Mobile Radio (LMR) systems, and satellite systems and perform upgrades and enhancements as specified by the CECOM COTR. Information Assurance (IA) Level 2 expertise shall be necessary in order to maintain secure and open network connectivity. Networks and activities supported may include, but are not limited to:

- a. Non-Secure Internet Protocol Router (NIPR)

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- b. Secure Internet Protocol Router (SIPR)
- c. Global Positioning System (GPS) tracking support
- d. Combined Enterprise Regional Information Exchange System – International Security Assistance Force (CENTRIX-ISAF)
- e. Communication systems technology refresh (including satellite) and operational enhancements
- f. CENTRIX – Global Counterterrorism Forum (GCTF)
- g. Voice over Internet Protocol (VoIP)
- h. Voice over Secure Internet Protocol (VoSIP)
- i. CENTRIX-ISAF VoIP
- j. CENTRIX-ISAF VoSIP
- k. Defense Switched Network (DSN)
- l. Network and satellite system router and server support
- m. Defense Red Switched Network (DRSN)

Network communications and management requirements requiring contractor support under this TO include, but are not limited to, the following activities:

- a. Interfacing with the local Command or Installation Network Enterprise Center (NEC) (formerly Directorate of Information Management (DOIM))/equivalent agency/J6/G6/S6 in order to provide information, as requested, on network equipment or readily identifiable network or equipment characteristics.
- b. Facilitating the installation of Government-provided software updates, virus detection software, and maintenance of computer network user password policies and requirements, as stipulated by the specified Government authority.
- c. Providing documentation needed to obtain and maintain network certification and accreditation (C&A) as requested by the CECOM COTR.
- d. Providing inputs to all specified reports, in coordination with NEC or the network's installation authority, regarding network performance and related issues (e.g., any attempts made to compromise or gain unauthorized access to the network).
- e. Maintaining registration data for all automation equipment under warranty and coordinating any required warranty repairs. For equipment that requires repair and is no longer under warranty, the contractor shall obtain the repair from Government-authorized source(s) or coordinate ordering replacements.
- f. Providing technical support for telecommunications systems provided to the RSCs for internal operations and researching and recommending solutions for RSC's communication needs.
- g. Providing inputs, if requested by the Government, for the development of communication systems plans.
- h. Providing inputs, if requested by the Government, for requirements development, fielding, and overall development and manning responsibilities for network operations.
- i. Providing input and technical expertise regarding proper grounding and electrical input on-site location as required by Government. This includes, but is not limited to, electrical

power consumption and proper grounding techniques as well as proper rating of required circuit inputs. As required by the Government, the contractor shall ensure contractor personnel supporting this requirement possess applicable professional certifications such as a current International Association of Electrical Inspector (IAEI) certification.

C.5.8.3 SUBTASK 3 – BI-STATIC SURVEILLANCE SYSTEM (BSS) SUPPORT

The contractor shall provide subject matter expertise in Afghanistan for the hands-on monitoring and operation of the BSS to ensure the system is properly functioning. Required training and experience/qualifications for contractor personnel supporting BSS is located in **Section H.8.3**. Contractor personnel providing BSS support shall perform, at a minimum, the following activities:

- a. Provide Government and contractor personnel with system level updates per established guidelines.
- b. Serve as a primary liaison with the hardware and software engineers located at Ft. Belvoir (these engineers are not TO personnel) in order to conduct trouble shooting to rectify system problems.
- c. Conduct normal and advanced troubleshooting to rectify problems having to do with the following: transmitter and receiver serviceability, signal-to-noise ratio (SNR) balancing, analog transmitter/receiver attenuation, radar pulse captures, signal analysis, electrical power distribution, radio frequency (RF) de-confliction, radio communication networking, computer and router networking, EW disruption, and integration processes.
- d. Ensure maximum system performance and uptime and lead any required system installations, setups, and teardowns.
- e. Log the system's operational performance and effectiveness on a daily basis.
- f. Provide intelligence data collected back to the BSS Program Manager at Ft. Belvoir on a daily basis.

C.5.9 TASK 9 – EXPEDITIONARY LABORATORY SUPPORT

The contractor shall provide engineering, scientific, and operational support in support of SWA laboratory support services. This support shall include rapid prototyping and provisioning of limited production/assessment items and identifying and procuring commercial-off-the-shelf (COTS) solutions. Additionally, the contractor shall modify COTS equipment and test and develop technology protocols, product demonstrations, technology evaluations, and reporting activities. The contractor shall be prepared to extend this support if the Government relocates and/or adds additional laboratories to other locations worldwide in order to support customer efforts and any emerging requirements. Additionally, the contractor shall provide the maintenance, supply, logistics, training, and sustainment support specified throughout **Section C** in support of activities conducted under this Task. Support activities could include, but are not limited to:

- a. Conducting studies such as technology application, efficiency, operational effectiveness, and time and motion; analyses; and, experiments in both laboratory and field environments.

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- b. Conducting research and analysis on emerging technologies.
- c. Developing Concepts of Operations (CONOPS).
- d. Developing analytical software.
- e. Executing platform modifications.
- f. Developing persistent surveillance concepts and techniques.
- g. Making improvements and enhancements to communication systems.
- h. Developing, fabricating, and assembling prototypes/assessment items and limited production items.
- i. Providing Integrated Logistics Support (ILS) as required to meet mission objectives.
- j. Developing user and/or operator training documentation in accordance with the developed prototype requirements.

At a minimum, the contractor shall support the following technologies and systems under this task. The contractor shall possess experience both developing and supporting these technologies and systems both in-theater and in other OCONUS locations.

- a. Intelligence, surveillance, and reconnaissance (ISR) systems including, but not limited to, optical, thermal, and acoustic systems.
- b. C-IED detection systems including both vehicle and handheld variants and technologies such as thermal, ground penetrating radar, and magnetometer.
- c. Culvert denial IED defense systems.
- d. Red-team functions including evaluating insurgency tactics and counterfeiting technology.
- e. Radio frequency and communications technology including range finding scanners, direction finding scanners, wearable antenna systems, and radio relay and repeater systems.
- f. Force protection systems including under vehicle inspection systems and perimeter sensor systems.

C.5.10 TASK 10 – ADDITIONAL C4ISR SUPPORT

Historical staffing levels for this Task are provided for reference in **Section J, Attachment H**.

C.5.10.1 SUBTASK 1 – C4ISR SYSTEMS MAINTENANCE DATA TRACKING AND REPORTING SUPPORT AT ABERDEEN PROVING GROUND (APG)

The contractor shall provide maintenance engineering support to the CECOM LRC Equipment Tracking Cell at APG. The contractor shall report and track equipment movement, both air and surface, within theater, in transit, and arrival to Source of Repair (SOR) via Government-provided tools such as the Reset and Retrograde databases, Army Knowledge On-line (AKO) files, and SharePoint.

In order to enable transportation and system visibility and property accountability and ensure compliance with Army regulations, the contractor shall coordinate retrograde processes and actions. The contractor shall also track and analyze transportation data using Radio Frequency In Transit Visibility (RFITV), Integrated Development Environment /Global Transportation

Network Convergence (IDE/GTN), and any other accessible tools related to the retrograde of equipment back to the SOR.

The contractor shall track RFID tags, TCNs, and inter-depot transfer documents (IDTs) to ensure in-transit visibility to Level 6 data as defined in AR 700-80. The contractor shall utilize data from the Logistic Support Activity (LOGSA), LIW, Army War Reserve Deployment System (AWRDS), and other data sources to produce projection reports for senior CECOM officials.

The contractor shall also manage several databases within the LRC Equipment Tracking Cell (e.g., Adobe Cold Fusion, Structured Query Language (SQL) server, SharePoint, etc.). For these databases, the contractor shall serve as the primary POC for all issues and requests regarding systemic issues and for any proposed database enhancements. The contractor shall ensure CECOM senior leadership is kept aware of the databases' current capabilities and shall provide CECOM senior leadership with assessments on proposed future database enhancements. The contractor shall implement continuous process improvement strategies for all databases to support metrics reporting.

C.5.10.2 SUBTASK 2 – ARMY WATERCRAFT SYSTEMS SUPPORT

On another, separate TO, FSD provides maintenance, sustainment, and systems engineering support for C4ISR systems installed on Army watercraft platforms.

The contractor, through this TO, shall provide maintenance engineering, planning and analysis, and related support for the Government staff at APG FSD. Maintenance engineering support shall focus on performing analyses of C4ISR system operations specific to Army watercraft and the C4ISR systems in use on the Army watercraft platform variants. The contractor shall execute fault detection and isolation of C4ISR “system of systems” issues and individual peripheral devices. The contractor shall perform system configuration and modifications requirements.

The contractor shall assess system configurations and make recommendations to requirements. The contractor shall also assess architecture capabilities and recommend future technology enhancements; shall support Integrated Project Teams and working groups as chartered and approved by the Government; and, shall support the customer by analyzing customer needs. The contractor shall design and develop models and databases for analyzing and resolving complex system support issues and for tracking and reporting on Army watercraft C4ISR operating systems and on networks status and trends. To analyze C4ISR system operational problems, the contractor shall design, develop, and adapt mathematical and statistical modeling and scientific methods.

C.5.10.3 SUBTASK 3 – LRC POWER ENVIRONMENTAL DIRECTORATE (PED) SUPPORT AT LETTERKENNY ARMY DEPOT

The contractor shall liaise with depot staff on LRC PED requirements and maintain accountability records for PED assets at the depot. Additionally, at the depot the contractor shall maintain accountability for CECOM assets for RESET; monitor depot RESET support against established schedules and report out to PED; monitor and report any areas of concern with depot production, performance, funding, or quality of work; maintain and update the asset tracking database; and, coordinate as needed with CECOM, AMC, U.S. Army Forces Command (FORSCOM), National Guard Bureau (NGB), and the Army G-8 on reissue directives and the identification, processing, and tracking of outbound shipments. The contractor shall attend depot

meetings that pertain to the RESET program and provide inputs and report on results to PED; communicate to depot staff any special priorities, requirements, or similar as provided by PED; and, provide updates to PED on the status of depot support for the RESET program.

C.5.10.4 SUBTASK 4 – ARMY STRATEGIC LOGISTICS ACTIVITY CHARLESTON (ASLAC) SUPPORT

For the ASLAC, the contractor shall serve as a liaison between CECOM and ASLAC for C4ISR systems and equipment processed through this activity. The contractor shall be responsible for the following activities which include, but are not limited to:

- a. Verifying system installations are completed by ASLAC staff in accordance with approved CECOM plans and directives.
- b. Monitoring all system installations and provide reports to CECOM as requested.
- c. Tracking system progress against established schedules.
- d. Assisting with the coordination of on-site support for CECOM and program office staff on temporary duty (TDY) to ASLAC.
- e. Coordinating with CECOM and program offices for components and equipment for delivery to ASLAC based on established stocking levels and scheduled upcoming requirements.
- f. Ensuring all security requirements for systems are adhered to.
- g. Coordinating on communication frequency assignments.
- h. Representing CECOM at meetings at ASLAC and providing reports to CECOM on same.
- i. Communicating between ASLAC and CECOM on areas of concern.
- j. Preparing and sending a monthly Inventory of CECOM Items (**Section F, Deliverable 27**) to the LRC Logistics and Engineering Operations (LEO) Directorate.

C.5.10.5 SUBTASK 5 – DEFENSE PRISONER OF WAR (POW)/MISSING IN ACTION (MIA) ACCOUNTING AGENCY (DPAA) SUPPORT – HAWAII

The contractor shall provide communication engineering, technical, and logistical support for the DPAA headquarters in Pearl Harbor, Hawaii. The contractor shall provide technical support and expertise and work in conjunction with the Government in executing and managing DPAA's communications missions. The contractor shall be performing missions critical to the safety and success of DPAA teams dispatched to remote worldwide sites for the location, recovery, and return of the remains of service members. The contractor's support shall include, but is not limited to the following activities:

- a. Engineering support to design and update, as needed, satellite communications plans and network architecture (**Section C.5.8.2**).
- b. Technical support to develop and maintain communications sustainment plans and to travel, as needed, to remote locations to directly assist with or complete troubleshooting, maintenance, and repair of communication networks.
- c. Technical support to directly assist dispatched DPAA teams via a web and satellite phone based help desk. Logistical support to establish and execute all facets of required communications logistics support and sustainment plans for worldwide DPAA operations.

C.5.10.6 SUBTASK 6 – DPAA SUPPORT – EUROPE

The contractor shall provide installation and maintenance support in the 405th AFSB for two Iridium Satellite Systems for the DPAA Europe Detachment in Miesau, Germany. The contractor shall conduct an annual inspection/repair of RF cabling of LMR 400 or equivalent to support 50ohm systems. Electrical and communication systems shall comply with the International Electrotechnical Commission, Standards Australia and Standards New Zealand (IEC AS/NZS) 3000:2000. The contractor shall also conduct an annual inspection of all antennas to be grounded with lightning suppressors. Additionally, the contractor shall inspect and repair/replace bolts, RF cables, ground testing, and rust prevention in accordance with preventive maintenance guides.

The contractor shall also provide continuing technical advice and assistance, maintenance, and repair support for 30 DPAA remains recovery teams and ten investigative teams, each equipped with Harris RF5800 radios. The contractor shall maintain float systems, replace inoperable systems as needed, and repair and return to float. The contractor shall execute all required firmware and software upgrades and shall establish and execute a return materiel authorization (RMA) program for all DPAA Harris systems fielded to DPAA teams.

C.5.10.7 SUBTASK 7 – CARE OF SUPPLIES IN STORAGE (COSIS) SUPPORT

The contractor shall provide COSIS support at Ft. Bragg and at Ft. Bliss. At Ft. Bragg the COSIS support is provided for WIN-T Increment 1 equipment for PdM Radars at an off-post warehouse location. The contractor shall be responsible for leasing this warehouse in accordance with **Section H.17**. Equipment supported includes WIN-T Increment 1 High Mobility Multipurpose Wheeled Vehicles (HMMWV), satellite trailers, and associated electronic control units (ECU) and generators. The contractor shall be responsible for inspecting all equipment upon arrival at the warehouse and noting any maintenance issues. The contractor shall report any maintenance issues (i.e., trucks or generators not running, unserviceable tires, oil leaks, bad hoses, broken headlights or windows) to Project Manager WIN-T (PM WIN-T) and PM WIN-T will determine if it wants to proceed with the repair. If PM WIN-T authorizes the repair, the contractor shall requisition or commercially procure the needed parts in accordance with **Section C.5.5** and complete the repair. The contractor shall also service all WIN-T equipment in accordance with low-usage/mileage storage criteria, inventory the equipment on a quarterly basis, inspect the equipment on an annual basis, and test or service the equipment before it is refilled by PM WIN-T personnel.

The contractor shall also provide COSIS support for AN/PAS-13 Thermal Weapon Sights (TWSs) for PdM Soldier Maneuver Sensors (SMS) at Ft. Bragg. Military units turn in excess TWSs in accordance with disposition instructions from the Distribution Management Center and upon the TWSs arrival at Ft. Bragg, the contractor shall inspect them and test them in the Thermal Weapons Repair Facility at the Ft. Bragg RSC. TWSs shall be repaired as needed and the contractor shall ensure the latest software is loaded prior to storing. The contractor shall put TWSs in long-term storage, inventory the equipment monthly, and test the equipment every 25 months in accordance with COSIS storage criteria for this type of sensitive electronic equipment.

At Ft. Bliss, the contractor shall provide COSIS support for select systems deployed by Program Manager Rapid Equipping Force (PM REF). PM REF focuses on the fielding of quick reaction technologies to the Warfighter to address emerging threats. Systems that have long-term worth may be transitioned to other Program Managers for long-term life cycle support; systems that are

retained under PM REF are still under consideration for long-term life cycle management. The systems and workload table (**Section J, Attachment G**) lists the PM REF systems currently maintained at the Ft. Bliss RSC. As the drawdown in Afghanistan continues, additional systems will likely be transferred to the RSC for management. Upon receipt of each PM REF system, the contractor shall complete a technical inspection to determine if the system is FMC. The contractor shall identify any system(s) not FMC to PM REF and also provide PM REF with the estimated repair cost. Systems specified for retention by PM REF shall be returned to FMC status and shall be placed in long-term storage. The contractor shall inventory these systems on a quarterly basis, inspect these systems on an annual basis, and conduct biennial testing and maintenance. For systems that PM REF decides not to retain shall be turned into the Ft. Bliss DRMO.

C.5.10.8 SUBTASK 8 – USA INFORMATION SYSTEMS ENGINEERING COMMAND (USAISEC) SUPPORT

The contractor shall provide CFSRs in the 405th AFSB to execute support for receipt, storage, inventory, accountability, and transport of network communications equipment and shall, on a schedule to be provided by the Government, dispatch a team of CFSRs to locations in Germany, Italy, Benelux, and the United Kingdom in order to install and test equipment and transfer it to the U.S. authority at each site. The contractor team shall perform site surveys and read and design wiring diagrams of units consisting of routers and switches to be installed in a server/switch room similar to land based communication centers. Contractor personnel supporting this subtask shall possess power grounding, computer, and installation experience. Once the systems are installed, the contractor shall continue to provide support for maintenance and upgrades as required.

C.5.11 TASK 11 – FOREIGN MILITARY SALES (FMS) SUPPORT (OPTIONAL TASK)

The contractor shall acknowledge it is prepared to execute any requirement specified in this PWS in support of foreign military and foreign security forces funded through the U.S. security assistance and FMS programs.

One such requirement may be that as required by the Government, during performance of this TO, the contractor may be required to execute a Sensitive (Controlled) Item Inventory for night vision devices and other items if they are issued to the contractor to manage as a float item. These Controlled Inventory Items (CII) are identified with a Controlled Inventory Item Code (CIIC) of 8, 9, N, P, Q, R, or Y (Night Vision Devices). If the contractor is tasked by the Government to execute this support, the provisions of AR 710-2, Chapter 2 and Table 2-2 and DA Pamphlet 710-2-1, Chapter 9, apply to the inventory and management of these systems.

Additional requirements will be defined by the Government post-award and communicated in writing by the FEDSIM COR to the contractor in writing.

C.5.12 TASK 12 – SURGE SUPPORT (OPTIONAL TASK)

CECOM has a history of providing rapid responses to customer and mission requirements as they arise and in response to global events, the contractor shall be prepared to provide the support specified in Tasks 1 through 10 to new customers and/or new C4ISR systems in any

SECTION C – PERFORMANCE WORK STATEMENT

performance location worldwide. The Government will determine when surge support is required and the FEDSIM CO will communicate the requirement to the contractor in writing.

SECTION D - PACKAGING AND MARKING

D.1 MARKING, HANDLING, STORAGE, PRESERVATION, PACKAGING, AND SHIPPING

The contractor shall establish and maintain procedures for marking, handling, storage, preservation, packaging, and shipping to protect the quality of products and prevent damage, loss, deterioration, degradation, or substitution of products. International shipments that fall under U.S. Customs Regulations shall be handled in accordance with U.S. Customs Regulations. All equipment shall be packaged to preclude any damage from occurring during shipping and insured for estimated replacement value when using commercial transportation means. The Government may specify or provide special packaging for select systems. All other packaging materials not provided by the Government shall be charged to the TO under the Equipment, Materials, and ODCs CLIN X005.

The contractor shall obtain all required Export Licenses. The contractor shall also comply with all applicable U. S. Government, Host Nation, or third country agreements, country clearances, and Combatant Commander orders, policies, and directions. The contractor shall ship all items utilizing the most expeditious mode of transportation to support in-theater high demand requirements for spares assets.

The contractor shall execute the movement of items between the field support locations and OEM, Depot, or other locations identified by the Government. The contractor shall use best commercial practices to provide safe storage, packaging, and transportation of all spares and consumables within CONUS and to OCONUS RSCs. This support shall entail determining the most economical and expeditious method to ship items within the constraints of DoD transport systems and TATs. The contractor shall ensure all customs documentation, declarations, and HAZMAT forms necessary for these shipments are properly completed and submitted. The contractor shall be required to track shipments, receipts, and returns as applicable. The contractor shall provide up-to-date status of all shipping and transportation actions to and from its facilities under this TO.

The contractor shall be responsible for the coordination and performance of packaging and return of NMC systems and Depot Level Repairables (DLRs) to Depot Maintenance Activities [Kuwait, Tobyhanna Army Depot (TYAD), or OEM]. The contractor shall receive repaired systems and ship to outlying sites or store these devices as necessary. The contractor shall be responsible for the management of floats and shall make arrangements for the return of repaired or upgraded items to the units.

The contractor shall report any observed shortages, overages, incorrect items received, lost shipments, damaged items received, improper preservation, improper packaging, and/or improper marking for receipted shipments on Standard Form (SF) 364, Report of Discrepancy (ROD).

The contractor shall ensure that all contractor personnel understand the content of the applicable Security Classification Guide (SCG). The contractor shall ensure that all personnel properly mark, store, handle, and ship all material the contractor acquires, generates, or creates in accordance with AR 380-5, and in accordance with the applicable SCG. The contractor shall ensure all packaging is properly marked and that all security classification guidance for marking and handling is followed.

SECTION D - PACKAGING AND MARKING

D.2 REQUIREMENTS FOR UNIQUE IDENTIFICATION (UID)

The contractor shall comply with the U.S. Army's UID policy for all C4ISR system components. Current guidance and information about UID is available at:

<http://www.acq.osd.mil/dpap/pdi/uid/>.

The contractor shall comply with the DoD Standard Practice Military Marking for Shipment and Storage, MIL-STD-129P, September 19, 2007. Business Rules and references for RFID can be found here: <http://www.acq.osd.mil/log/sci/ait.html>.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 PLACE OF INSPECTION AND ACCEPTANCE

Inspection and acceptance of all work performance, reports, and other deliverables under this TO will be performed by the FEDSIM COR. The CECOM TPOC and the CECOM COTRs will inspect all work performed and all reports, documents, and other deliverables submitted under this TO. The CECOM TPOC and the CECOM COTRs will provide input regarding contractor performance to the FEDSIM COR. Additional details and “ship to” addresses for specific commodities will be provided to the contractor during the Transition-In period.

E.2 SCOPE OF INSPECTION

All deliverables will be inspected for content, completeness, accuracy, and conformance to TO requirements by the FEDSIM COR. Inspection may include validation of information through the use of automated tools, testing, or inspections of the deliverables, as specified in the TO. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality, and adequacy of all deliverables.

The Government requires a period NTE 15 workdays after receipt of final deliverable items for inspection and acceptance or rejection.

E.3 BASIS OF ACCEPTANCE

The basis for acceptance shall be in compliance with the requirements set forth in the TO, the contractor’s proposal, and relevant terms and conditions of the contract. Deliverable items rejected shall be corrected in accordance with the applicable clauses.

Reports, documents, and narrative-type deliverables will be accepted when all discrepancies, errors, or other deficiencies identified in writing by the Government have been corrected by the contractor.

If the draft deliverable is adequate, the Government may accept the draft and provide comments for incorporation into the final version.

All of the Government's comments on deliverables shall either be incorporated in the succeeding version of the deliverable, or the contractor shall explain to the Government's satisfaction why such comments should not be incorporated.

If the Government finds that a draft or final deliverable contains spelling errors, grammatical errors, or improper format, or otherwise does not conform to the quality assurance requirements stated within this TO, the document may be rejected without further review and returned to the contractor for correction and resubmission. If the contractor requires additional Government guidance to produce an acceptable draft, the contractor shall arrange a meeting with the FEDSIM COR.

E.4 DRAFT DELIVERABLES

The Government will provide written acceptance, comments, and/or change requests, if any, within 15 workdays (unless specified otherwise in Section F) from Government receipt of the draft deliverable. Upon receipt of the Government comments, the contractor shall have ten workdays to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

SECTION E - INSPECTION AND ACCEPTANCE

E.5 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT

The FEDSIM CO or the FEDSIM COR will provide written notification of acceptance or rejection (**Section J, Attachment J**) of all final deliverables within 15 workdays (unless specified otherwise in Section F). All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

E.6 NON-CONFORMING PRODUCTS OR SERVICES

Non-conforming products or services will be rejected. Deficiencies shall be corrected, by the contractor, within ten workdays of the rejection notice. If the deficiencies cannot be corrected within ten workdays, the contractor shall immediately notify the FEDSIM COR of the reason for the delay and provide a proposed corrective action plan within ten workdays.

If the contractor does not provide products or services that conform to the requirements of this TO, the Government will document the issues associated with the non-conforming products or services in the award fee determination report, and there may be an associated reduction in the award fee earned.

F.1 PERIOD OF PERFORMANCE

The period of performance for this TO is a 12-month base period followed by four, 12-month option periods.

F.2 PLACE OF PERFORMANCE

The contractor shall provide CONUS and OCONUS support in non-hazardous locations as well as deployed services into OCONUS Hazardous Duty/Combat Zones. Long-distance travel is anticipated to be required in support of this effort.

The contractor shall perform work off-site at the contractor's location for Task 1. Contractor work for Tasks 3 through 12 shall be performed on-site at Government locations. The Government will provide on-site, Government space/facilities for all contractor personnel supporting Tasks 3 through 12 and the contractor shall perform all work on-site at Government locations for those tasks.

The current places of performance are defined below. Additionally, as this TO provides C4ISR logistics, maintenance, and sustainment support worldwide, the Government may designate additional place(s) of performance in order to meet any future, unanticipated CECOM requirements. Should changes to the places of performance occur, the contractor will be notified in writing by the FEDSIM CO.

For Tasks 3 through 9, the current places of performance are as follows:

- a. **401st AFSB (SWA)** – Bagram, Fenty, Gamberi, Jalalabad, Kandahar, Kaia, Morehead, New Kabul Compound, Qargha, Dwyer, Herat, and Camp Dahlke in Afghanistan; Camp Arifjan and Camp Buharing in Kuwait; and, Al Taqqadum (TQ), Camp Swift, and Taji in Iraq
- b. **403rd AFSB (Korea)** – Camp Humphreys and Camp Stanley
- c. **404th AFSB (CONUS Pacific)** – JBLM, Washington and Schofield Barracks, Hawaii
- d. **405th AFSB (Europe)** – Kaiserslautern, Germany; Vicenza, Italy; Camp Lemonier, Djibouti; and, North Camp and El Gorah in Egypt
- e. **406th AFSB (CONUS East)** – Fort Bragg, North Carolina; Fort Campbell, Kentucky; and, Redstone Arsenal in Huntsville, Alabama
- f. **407th AFSB (CONUS West)** – Fort Hood and Fort Bliss in Texas

For Task 10, the current places of performance are as follows:

- a. **Section C.5.10.1**, C4ISR Systems Maintenance Data Tracking and Reporting Support – APG, Maryland
- b. **Section C.5.10.2**, Army Watercraft System Support – APG, Maryland
- c. **Section C.5.10.3**, LRC PED Support – Letterkenny Army Depot, Pennsylvania
- d. **Section C.5.10.4**, ASLAC Support – Charleston, South Carolina
- e. **Section C.5.10.5**, DPAA Support, Hawaii – Pearl Harbor, Hawaii
- f. **Section C.5.10.6**, DPAA Support, Europe – Miesau, Germany
- g. **Section C.5.10.7**, COSIS Support – Fort Bragg, North Carolina and Fort Bliss, Texas
- h. **Section C.5.10.8**, USAISEC Support – Kaiserslautern, Germany

F.2.1 CONTRACTOR WORK HOURS FOR DEPLOYMENT LOCATIONS

Contractor personnel deployed to the 401st AFSB in Afghanistan shall work 12 hours per day, six days per week for a total of 72 hours per week or 3,600 hours per year. Contractor personnel deployed to the 401st AFSB in Iraq shall work 12 hours per day, seven days per week for a total of 84 hours per week or 4,200 hours per year. Contractor personnel deployed to the 401st AFSB in Kuwait shall work eight hours per day, six days per week or 2,400 hours per year.

Contractor personnel deployed to the 405th AFSB at all locations within the U.S. African Command (AFRICOM) AOR shall work 12 hours per day, seven days per week for a total of 84 hours per week or 4,200 hours per year.

As specified in **Section H.28.9**, deployed contractor personnel are eligible for one, two-week Rest and Recuperation (R&R) trip to the contractor Home of Record (HOR) per year of deployment. All contractor personnel at all locations in the CENTCOM AOR and AFRICOM AOR shall be available to provide assistance on a varying schedule, 24 hours per day, seven days per week, as mission dictates.

F.3 TASK ORDER SCHEDULE AND MILESTONE DATES

The following schedule of milestones will be used by the FEDSIM COR to monitor timely progress under this TO.

The following abbreviations are used in this schedule:

IAW In Accordance With
 NLT Not Later Than
 No. Number
 PS Project Start
 TOA Task Order Award
 WD Workday

All references to days, unless otherwise indicated, are Government Workdays. Deliverables are due the next Government workday if the due date falls on a holiday or weekend.

The contractor shall deliver the deliverables listed in the following table:

No.	MILESTONE/ DELIVERABLE	APPLICABLE DFARS CLAUSE 252.227-7013	TOR REFERENCE	DATE OF COMPLETION/ DELIVERY
	Project Start (PS)			11 calendar days from TOA
1	Contractor Manpower Reporting	*	C.5.1.1	NLT October 31 st of each year
2	Program Kick-Off Meeting		C.5.1.2	NLT 10 WDs after PS
3	Program Kick-Off Meeting Agenda	*	C.5.1.2	NLT 3 WDs prior to the Program Kick-Off Meeting
4	Draft PMP	*	C.5.1.3	NLT 10 WDs after PS

SECTION F – DELIVERABLES OR PERFORMANCE

No.	MILESTONE/ DELIVERABLE	APPLICABLE DFARS CLAUSE 252.227-7013	TOR REFERENCE	DATE OF COMPLETION/ DELIVERY
5	Final PMP	*	C.5.1.3	IAW Section E
6	PMP Updates	*	C.5.1.3	As needed, no less frequently than annually
7	Monthly Status Report	*	C.5.1.4	10 th calendar day of the subsequent month
8	Monthly IPRs		C.5.1.5	Monthly, IAW PMP
9	Monthly IPR Meeting Minutes	*	C.5.1.5	NLT 5 WDs after the Monthly IPR
10	Meeting Reports	*	C.5.1.6	IAW PMP and as requested
11	Trip Reports	*	C.5.1.7	NLT 5 WDs after trip completion
12	Long-Distance Travel Summary	*	C.5.1.7	IAW PMP and as requested
13	TESA Documentation	*	C.5.1.8	NLT 10 WDs after PS
14	PERSTAT	*	C.5.1.9	Daily
15	Weekly Personnel Roster	*	C.5.1.9	Weekly, IAW PMP
16	Monthly Financial Report	*	C.5.1.10	Monthly, IAW PMP
17	ROM/Cost Estimate Development	*	C.5.1.11, C.5.6	IAW PMP and as requested
18	Recommended Portal Strategy or Solution	*	C.5.1.12	NLT 10 WDs after PS
19	Updated Transition-In Plan	*	C.5.2.1	NLT 10 WDs after PS
20	Draft Transition-Out Plan	*	C.5.2.2	NLT 120 calendar days prior to the end of the base period of performance
21	Final Transition-Out Plan	*	C.5.2.2	IAW Section E
22	Transition-Out Plan Updates	*	C.5.2.2	IAW Section C.5.2.2 and the PMP
23	Installation Procedures	*	C.5.4.3	IAW PMP
24	Installation Drawings	*	C.5.4.3	IAW PMP
25	Help Desk Log and Problem Trend Analysis	*	C.5.4.5	Monthly, IAW PMP
26	Training Reports	*	C.5.7	IAW PMP and as requested

SECTION F – DELIVERABLES OR PERFORMANCE

No.	MILESTONE/ DELIVERABLE	APPLICABLE DFARS CLAUSE 252.227-7013	TOR REFERENCE	DATE OF COMPLETION/ DELIVERY
27	Inventory of CECOM Items at ASLAC	*	C.5.10.4	Monthly, IAW PMP
28	Copy of TO (initial award and all modifications)	*	F.4	NLT 10 WDs after PS for initial award and NLT 10 WDs after the FEDSIM CO execution of the modification for any modifications
29	Status of CAP Report	*	H.4.3	Quarterly, IAW PMP
30	Confirmation of Completion of Operations Security (OPSEC) Plan Implementation	*	H.7	IAW PMP
31	OPSEC Standard Operating Procedure (SOP)/Plan	*	H.7.6	NLT 90 calendar days after TOA
32	Summary of all Materials, Equipment, and ODCs Purchased	*	H.17	IAW PMP, provide to the Government as requested
33	Demobilization Plan	*	H.28.16	NLT 120 calendar days after TOA
34	Small Business Utilization Report	*	H.30	Every six months, IAW PMP

The contractor shall mark all deliverables listed in the above table to indicate authorship by contractor (i.e., non-Government) personnel; provided, however, that no deliverable shall contain any proprietary markings inconsistent with the Government's data rights set forth in this TO. The Government reserves the right to treat non-confirming markings in accordance with DFARS 252.227-7013.

F.4 PUBLIC RELEASE OF CONTRACT DOCUMENTS REQUIREMENT

The contractor agrees to submit, within ten workdays from the date of the FEDSIM CO's execution of the initial TO, or any modification to the TO (exclusive of Saturdays, Sundays, and Federal holidays), a portable document format (PDF) file of the fully executed document with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of GSA (**Section F, Deliverable 28**). The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 United States Code (U.S.C.) § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall explain why the information is considered to be a trade secret or commercial or

SECTION F – DELIVERABLES OR PERFORMANCE

financial information that is privileged or confidential. Information provided by the contractor in response to the contract requirement may itself be subject to disclosure under the FOIA. Submission of the proposed redactions constitutes concurrence of release under FOIA.

GSA will carefully consider the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in such executed documents may be properly withheld.

F.5 DELIVERABLES MEDIA

The contractor shall deliver all deliverables electronically by email and shall also place all deliverables in the TO Portal specified in **Section C.5.1.12**. The following are the required electronic formats, whose versions must be compatible with the latest, commonly available version on the market.

a. Text	MS Word, PDF
b. Spreadsheets	MS Excel, PDF
c. Briefings	MS PowerPoint, PDF
d. Drawings	MS Visio, PDF
e. Schedules	MS Project, PDF

F.6 PLACE(S) OF DELIVERY

Unclassified deliverables or correspondence shall be delivered electronically to the FEDSIM COR at the following email address:

FEDSIM COR:

GSA FAS AAS FEDSIM
ATTN: Kelly Swain, COR
Email: kelly.swain@gsa.gov

Copies of all deliverables shall also be delivered electronically to the CECOM TPOC. The CECOM TPOC's email address will be provided at award.

F.7 NOTICE REGARDING LATE DELIVERY/PROBLEM NOTIFICATION REPORT (PNR)

The contractor shall notify the FEDSIM COR via a PNR (**Section J, Attachment I**) as soon as it becomes apparent to the contractor that a scheduled delivery will be late. The contractor shall include in the PNR the rationale for late delivery, the expected date for the delivery, and the project impact of the late delivery. The FEDSIM COR will review the new schedule and provide guidance to the contractor. Such notification in no way limits any Government contractual rights or remedies including, but not limited to, termination.

G.1 CONTRACT ADMINISTRATION

G.1.1 CONTRACTING OFFICER’S REPRESENTATIVE (COR)

The FEDSIM CO appointed the FEDSIM COR in writing through a COR Appointment Letter (**Section J, Attachment A**). The FEDSIM COR will receive, for the Government, all work called for by the TO and will represent the FEDSIM CO in the technical phases of the work.

The FEDSIM COR will not provide any supervisory or instructional assistance to contractor personnel. The FEDSIM COR is not authorized to change any of the terms and conditions, scope, schedule, and price of the TO. Changes to the scope of work will be made only by the FEDSIM CO via properly executed TO modifications.

G.1.2 CECOM TECHNICAL POINT OF CONTACT (TPOC) AND CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVES (COTRs)

The FEDSIM CO will also appoint a CECOM TPOC and CECOM Forward-Deployed COTRs at award in writing through TPOC and COTR Appointment Letters (**Section J, Attachments B and B.1**). The primary CECOM TPOC will reside at APG and the CECOM Forward-Deployed COTRs will reside in the AFSB locations. The COTRs will provide support to the primary CECOM TPOC and the FEDSIM COR. The CECOM TPOC and COTRs, will not provide any supervisory or instructional assistance to contractor personnel. The CECOM TPOC and COTRs are also not authorized to change any of the terms and conditions, scope, schedule, and price of the TO. Changes to the scope of work will be made only by the FEDSIM CO via properly executed TO modifications.

G.1.3 CONTRACT ADMINISTRATION CONTACT INFORMATION

FEDSIM CO:

Odis Kenton
GSA FAS AAS FEDSIM
1800 F Street, NW
Washington, D.C. 20405
Telephone: (703) 244-0309
Email: odis.kenton@gsa.gov

FEDSIM COR:

Kelly Swain
GSA FAS AAS FEDSIM
1800 F Street, NW
Washington, D.C. 20405
Telephone: (703) 539-9647
Email: kelly.swain@gsa.gov

CECOM TPOC:

Provided after award.

Forward–Deployed CECOM COTRs:

Provided after award.

G.2 INVOICE SUBMISSION

The contractor shall submit Requests for Payments in accordance with the format contained in General Services Administration Acquisition Manual (GSAM) 552.232-25, PROMPT PAYMENT (NOV 2009), to be considered proper for payment. In addition, the following data elements shall be included on each invoice:

Task Order Number: *(From GSA Form 300, Block 2)*

Paying Number: *(ACT/DAC NO.) (From GSA Form 300, Block 4)*

FEDSIM Project Number: 16003ARM

Project Title: Logistics, Maintenance, and Sustainment Support for C4ISR Systems

The contractor shall certify with a signed and dated statement that the invoice is correct and proper for payment.

The contractor shall provide invoice backup data in accordance with the contract type, including detail such as labor categories, rates, and quantities of labor hours per labor category.

The contractor shall submit invoices as follows:

The contractor shall utilize FEDSIM's electronic Assisted Services Shared Information SysTem (ASSIST) to submit invoices. The contractor shall submit invoices electronically by logging onto the following link (requires Internet Explorer to access the link):

<https://portal.fas.gsa.gov>

Log in using your assigned ID and password, navigate to the order against which you want to invoice, click the Invoices and Acceptance Reports link in the left navigator, and then click the *Create New Invoice* button. The AASBS Help Desk should be contacted for support at 877-472-4877 (toll free) or by email at AASBS.helpdesk@gsa.gov. By utilizing this method, no paper copies of the invoice shall be submitted to GSA FEDSIM or the GSA Finance Center; however, the FEDSIM COR may require the contractor to submit a written "hardcopy" invoice with the client's certification prior to invoice payment. A paper copy of the invoice is required for a credit.

G.3 INVOICE REQUIREMENTS

The contractor shall submit a draft, electronic copy of an invoice to the FEDSIM COR for review prior to its submission to ASSIST. The draft invoice shall not be construed as a proper invoice in accordance with FAR 32.9 and GSAM 532.9.

As this TO has different contract types (CPAF and Cost Reimbursement), each should be addressed separately in the invoice submission.

The final invoice is desired to be submitted within six months of project completion. Upon project completion, the contractor shall provide a final invoice status update monthly.

G.3.1 COST-PLUS-AWARD-FEE (CPAF) CLINs (for LABOR)

The contractor may invoice monthly on the basis of cost incurred for the CPAF CLINs. The invoice shall include the period of performance covered by the invoice and the CLIN number and title. All hours and costs shall be reported by CLIN element (as shown in Section B), by CTN, by contractor employee, and shall be provided for the current billing month and in total from project inception to date. The contractor shall provide the invoice data in MS Excel spreadsheet format with the following detailed information for each invoice submitted to the Government for payment. The contractor shall present a draft proposed format for the spreadsheet at the TO Kick-Off meeting for Government approval and shall utilize the Government approved spreadsheet report format when invoicing.

The listing shall include separate columns and totals for the current invoice period and the project to date.

- a. Employee name (current and past employees)
- b. Employee company
- c. Employee OASIS labor category
- d. Exempt or non-exempt
- e. Monthly and total cumulative hours worked
- f. Effective hourly rate
- g. Hourly rate proposed in the contractor's cost proposal
- h. Any cost incurred not billed
- i. Labor adjustments (from any previous months (e.g., timesheet corrections))
- j. Current approved billing rates in support of indirect costs billed

The contractor shall also include a summary of the monthly invoice charges by CLIN and by CTN in the MS Excel spreadsheet.

All cost presentations provided by the contractor shall also include Overhead charges and General and Administrative charges at a minimum at the cost center level and shall also include the Overhead and General and Administrative rates being applied.

The contractor may invoice for the earned award fee once the FEDSIM CO has awarded the TO modification which includes the award fee determination and any corresponding deobligation of unearned fee. See the AFDP in **Section J, Attachment F** for additional information on the award fee determination process.

G.3.2 EQUIPMENT, MATERIALS, AND OTHER DIRECT COSTS (ODCs)

The contractor may invoice monthly on the basis of cost incurred for the Equipment and Materials and ODCs CLIN. The invoice shall include the period of performance covered by the invoice and the CLIN number and title. All equipment, materials, and ODCs shall be reported by CTN and shall be provided for the current billing month and in total from project inception to date. In addition, the contractor shall provide the following detailed information for each invoice submitted, as applicable. Spreadsheet submissions are required as stated in **Section G.3.1**.

- a. Equipment, Materials, and/or ODCs purchased
- b. CTN
- c. RIP number or identifier

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- d. Date accepted by the Government
- e. Associated CLIN
- f. Project-to-date totals by CLIN
- g. Cost incurred not billed
- h. Remaining balance of the CLIN

All cost presentations provided by the contractor shall also include Overhead charges, General and Administrative charges in accordance with the contractor's Defense Contract Audit Agency (DCAA) cost disclosure statement.

G.3.3 TRAVEL

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- a. Joint Travel Regulation (JTR) - prescribed by the GSA, for travel in the contiguous U.S.
- b. Federal Travel Regulation (FTR) Volume 2, Department of Defense (DoD) Civilian Personnel, Appendix A - prescribed by the DoD, for travel in Alaska, Hawaii, and outlying areas of the U.S.
- c. Department of State Standardized Regulations (DSSR) (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" - prescribed by the Department of State, for travel in areas not covered in the FTR or JTR.

The contractor may invoice monthly on the basis of cost incurred for cost of travel comparable with the JTR/FTR/DSSR. The invoice shall include the period of performance covered by the invoice, the CLIN number, and title. Separate worksheets, in MS Excel spreadsheet format, shall be submitted for invoiced travel costs as stated in **Section G.3.1**. The Government may request travel receipts from the contractor as needed.

CECOM Customer/Project Total Travel: This invoice information shall identify all cumulative travel costs billed by each CTN. The current invoice period's travel details shall include separate columns and totals and include the following:

- a. CTN
- b. TAR number or identifier, approver name, and approval date
- c. Current invoice period
- d. Names of individuals traveling
- e. Number of travel days
- f. Dates of travel
- g. Number of days of per diem charged
- h. Per diem rate used
- i. Total per diem charged
- j. Transportation costs
- k. Total charges
- l. Explanation of variances exceeding 10 percent of the approved versus actual costs
- m. Indirect handling rate

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All cost presentations provided by the contractor shall also include Overhead charges and General and Administrative charges in accordance with the contractor's DCAA cost disclosure statement.

H.1 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

The NAICS code for this TO is 541330, Exception A - Engineering for Military and Aerospace Equipment and Military Weapons.

H.2 PRODUCT SERVICE CODES (PSC)

The PSC is R499 – Other Professional Services. The contractor shall enter the PSC in the OASIS Management Module for the TO award.

H.3 KEY PERSONNEL

The following are the minimum personnel who shall be designated as “Key.” The Government does not intend to dictate the composition of the ideal team to perform this TO. Therefore, the Government will evaluate up to six additional Key Personnel as proposed by the contractor. The Key Personnel must possess all MANDATORY qualifications (those designated as “required”) at time of proposal submission.

- a. Program Manager (PM)
- b. FSSD Deployment Coordinator

The Government desires that Key Personnel be assigned for the duration of the TO.

H.3.1 PROGRAM MANAGER

The contractor shall identify a PM to serve as the Government’s primary POC. The PM is required to provide overall leadership and guidance for all contractor personnel assigned to the TO including assigning tasks to contractor personnel, supervising on-going technical efforts, and managing overall TO performance. The PM is responsible for the quality and efficiency of the TO, to include both technical issues and businesses processes. It is required that the PM be an employee of the prime contractor and have the authority to make decisions for the contractor’s organization in response to Government issues, concerns, and comments, as well as be proactive in alerting the Government to potential contractual or programmatic, and resource limitations issues. The PM shall work within 25 miles of CECOM FSSD located at APG in Aberdeen, MD and shall be required to occasionally travel to CONUS and OCONUS locations in support of the TO.

It is required that the PM has the following skills, qualifications, certifications, and/or experience:

- a. Authority to commit the contractor’s organization.
- b. Current Project Management Institute (PMI) Project Management Professional or Program Management Professional (PgMP) certification.
- c. Possess a Secret clearance.

It is desirable that the PM has the following skills, qualifications, and/or experience:

- a. Experience managing projects with multiple performance locations both CONUS and OCONUS including locations in the CENTCOM AOR.
- b. Experience with AR 750-1 as it relates to the maintenance and sustainment of C4ISR systems.

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- c. Experience with military logistics operations and management.
- d. Experience planning, directing, coordinating, and managing the contractor's proposed methodologies and approach for a project or program similar in size, scope, and complexity to this TO. This includes, but is not limited to, managing multiple places of performance worldwide and a dispersed workforce; frequent procurement of materials and equipment; and, employee relations (including subcontractors, cost, budget, and managing to milestones).

H.3.2 FSSD DEPLOYMENT COORDINATOR

The contractor shall identify a FSSD Deployment Coordinator to serve as the Government's primary POC for all contractor deployments and to coordinate all activities with the local Combatant Commander. The FSSD Deployment Coordinator shall be responsible for ensuring that all contractor deployments are executed on schedule and in full compliance with DoD, Army, Theater, AMC, and CECOM directives. This support shall include direct assistance with all actions required to deploy contractor personnel to any contingency area. The FSSD Deployment Coordinator shall work in conjunction with the Government and stay abreast of all deployment requirements. All references to recent experience below mean recent within the last two years.

It is required that the FSSD Deployment Coordinator has the following skills, qualifications, and/or experience:

- a. Recent experience working in the SPOT system and creating LOAs.
- b. Recent experience working with the Aircraft and Personnel Automated Clearance System (APACS).

It is desired that the FSSD Deployment Coordinator has the following skills, qualifications, and/or experience:

- a. Recent experience deploying personnel to the CENTCOM AOR.
- b. Experience stationing personnel in the AFRICOM AOR.

H.3.3 KEY PERSONNEL SUBSTITUTION

The contractor shall not replace any personnel designated as Key Personnel without the written concurrence of the FEDSIM CO. Prior to utilizing other than personnel specified in proposals in response to a TOR, the contractor shall notify the FEDSIM CO and the FEDSIM COR of the existing TO. This notification shall be no later than ten calendar days in advance of any proposed substitution and shall include justification (including resume(s) and labor category of proposed substitution(s)) in sufficient detail to permit evaluation of the impact on TO performance.

Substitute personnel qualifications shall be equal to, or greater than, those of the personnel substituted. If the FEDSIM CO and the FEDSIM COR determine that a proposed substitute personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the TO, the contractor may be subject to default action as prescribed by Federal Acquisition Regulation (FAR) 52.249-6 Termination.

H.4 GOVERNMENT PROPERTY

H.4.1 GOVERNMENT-FURNISHED PROPERTY (GFP)

The GFP to be provided to the contractor is in **Section J, Attachment K. Attachment K** is not an all-inclusive list of all GFP, but rather is a list of the primary equipment to be provided and is for contractor planning purposes only. An updated version of **Attachment K** will be provided to the contractor following TO award.

The contractor shall safeguard and secure all GFP in accordance with DoD governing policies and procedures. All GFP is Government standard, including computers, monitors, printers, copiers, fax machines, office furniture, shelving, and other equipment required to execute the specified mission at each performance location. Any specified requirements for special computer monitors, ergonomic chairs, ergonomic keyboards, foot rests, and similar shall not be provided by the Government, no exceptions. Such equipment shall be furnished by the contractor at the contractor or individual contractor employee's expense. The contractor shall have access to Government land lines at all RSC locations.

Use of all GFP for other than Government work is strictly prohibited.

H.4.2 CONTRACTOR ACQUIRED PROPERTY (CAP)

FAR 45.101 defines CAP as property acquired, fabricated, or otherwise provided by the contractor for performing a contract and to which the Government has title.

The contractor shall account for all CAP in accordance with FAR 45.105 and a designated user shall sign for all CAP and shall be accountable for inventory requirements and loss of or damaged CAP in accordance with DFARS 252.245-7002, Reporting Loss of Government Property, and other applicable references.

The contractor shall be responsible for the maintenance, calibration and support of all CAP and the contractor shall ensure that its personnel possess the inherent capability to execute standard maintenance for all CAP. Any CAP that is classified as TMDE, unless specifically exempted, shall follow the policies and procedures outlined in AR 750-1 for acquisition and registration.

H.4.3 PROPERTY ACCOUNTABILITY

The contractor shall institute property control and accountability procedures to safeguard and maintain all Government equipment in accordance with FAR 45.105. Any loss or damage of GFP or CAP shall be reported to the CECOM TPOC and the FEDSIM COR within three days of the discovery. All equipment shall be returned upon written request or upon completion of the TO and all GFP and CAP shall be returned in serviceable condition.

All GFP and CAP shall be accounted for system account and signed for by a designated contractor employee at each performance site. These designated contractor personnel shall also be accountable for inventory requirements and loss of or damaged GFP or CAP in accordance with the following:

- a. DFARS 252.245-7002, Reporting Loss of Government Property
- b. AR 710-2, Supply Policy Below the National Level
- c. AR 735-5, Policies and Procedures for Property Accountability

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- d. DA Pamphlet 710-2-1, Using Unit Supply System (Manual Procedures)
- e. DA Pamphlet 710-2-2, Supply Support Activity System (Manual Procedures)
- f. Any other applicable references

Unless otherwise specified by the FEDSIM COR, all non-expendable and durable CAP (as defined by AR 735-5, Chapter 7), with a procurement value of \$300 or greater (per unit), shall be accounted for as per FAR 45.105 for fiduciary and tracking purposes. On a quarterly basis, the contractor shall provide the CECOM TPOC and FEDSIM COR with a Status of CAP Report (**Section F, Deliverable 29**) that lists all CAP acquired in the previous quarter and the status of the CAP. The designated contractor personnel referenced above shall be responsible for signing and providing the quarterly Status of CAP Report to the Government. Following submission and review, the FEDSIM COR will sign off on the Status of CAP Report. Expendable items consumed in use, regardless of dollar value (as example, some printer cartridges) shall not be included on the Status of CAP Report, but shall be accounted for locally.

Individual hand tools with individual cost of \$50 or less are durable items and shall not be included in the Status of CAP Report. These hand tools shall be recorded on local hand receipt and the contractor site lead shall provide it to the individual user. Lost hand tools, unless deliberate negligence or willful misconduct is suspected, may be dropped from record by submission of written memorandum documenting loss to the appropriate CECOM COTR. The memorandum shall include all information as specified in AR 735-5, paragraph 14-9. The CECOM COTR will maintain a file copy of such approved memorandums for their respective AFSB region and provide the file to the FEDSIM COR as requested. If hand tools are issued as a set (such as a tool box with tools) to the contractor, then the set shall be recorded on a property record.

If equipment requires disposal or transfer to a Government property account, the transfer of accountability of property provided to a contractor shall be accomplished through a DD Form 1149 (Requisition and Invoice/Shipping Document), a DD Form 250 (Material Inspection and Receiving Report), or a DD Form 1348-1A (Issue Release/Receipt Document).

H.5 GOVERNMENT-FURNISHED INFORMATION (GFI)

The Government will provide all information necessary for completion of the requirements after TO award.

Use of all GFI for other than Government work is strictly prohibited.

H.6 QUALITY ASSURANCE

The contractor shall implement DoD policy for Product Quality Deficiency Report (PQDR) as required by DoD Instruction 5000.2 (Defense Acquisition Management Policies and Procedures) and AR 702-7 (PQDR Program), or equivalent program at all TO places of performance. The contractor shall provide historical collections of quality deficiencies related to defects, poor workmanship, and non-conformance to technical requirements, specifications, drawings, standards, or other requirements. This includes reporting deficiencies in all GFP or CAP. The contractor is encouraged to submit Equipment Improvement Recommendations (EIRs), all PQDRs and EIRs shall be submitted to the appropriate CECOM COTR.

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Any items repaired under this PWS shall inherently possess a 90 day warranty after repairs are completed and the item placed back into service. If the Government receives a PQDR from a Government customer on an end item, component, and/or LRU that was repaired by the contractor, the CECOM COTR will evaluate the PQDR. Within three workdays, utilizing the information from this PQDR evaluation, the CECOM COTR shall determine if the contractor shall repair the same item again, at the contractor's cost, or if the Government will absorb the repair cost due to operational conditions. If the CECOM COTR's initial determination is that the repair was faulty and the contractor shall absorb the costs to correct, the CECOM COTR shall review this determination with the contractor. If the CECOM COTR and the contractor agree, the contractor shall submit an estimate of the labor hours needed to perform the repair(s) and the contractor shall not bill those hours to the Government. The CECOM COTR will verify this through a review of the local time sheets or other applicable records. If the CECOM COTR and the contractor cannot resolve which party shall bear the costs of the repairs(s) within three days, the records will be sent to the CECOM TPOC and FEDSIM COR for review, consultation, and a final decision.

H.7 SECURITY REQUIREMENTS

The contractor shall adhere to security guidelines as found in the DD Form 254 (**Section J, Attachment L**) which requires the contractor to possess a Top Secret (TS) Facility Clearance. The Government will provide appropriate Security Classification Guides (SCG) and additional instructions within the DD Form 254. The contractor shall follow instructions for Public Release requirements and Disclosure Policy references in the DD Form 254 Contract Security Classification Specification Block 12 as well as additional security guidance and requirements in Blocks 13 and 14. In performing this TO, the contractor shall not receive, create, generate, or safeguard any classified information, material, or systems at any contractor location.

The contractor shall have access to classified information worldwide and is authorized to use the Defense Technical Information Center (DTIC) and the Defense Courier Service (DCS) as applicable. No contractor generated Communications Security (COMSEC) or GFI may be provided to DTIC. All deliverables prepared by the contractor shall bear the statement "Not Releasable to the Defense Technical Information Center per DoD Directive 5100-38." The contractor shall require access to Secret, TS, COMSEC, DTIC, Sensitive Compartmented Information (SCI), Non-SCI, North Atlantic Treaty Organization (NATO), and For Official Use Only (FOUO) information.

All classified systems and personnel security must be in accordance with the National Industrial Security Program Operating Manual (NISPOM). Contractor personnel performing IT sensitive duties are subject to investigative and assignment requirements in accordance with AR 25-2 (Information Assurance), AR 380-67 (Personnel Security Program), and other affiliated regulations. Additional OPSEC requirements to the NISPOM are in effect and the Government will provide the OPSEC Plan for PM EW to the contractor. The contractor shall implement the PM EW OPSEC Plan and confirm implementation completion (**Section J, Deliverable 30**).

The contractor shall also require access to all applicable program/project SCG, the National Security Agency Network (NSANet), the Secure Internet Protocol Router Network (SIPRNet), and the Non-Classified Internet Protocol Router Network (NIPRNet) as applicable to the systems being supported. The contractor is authorized access to all Program SCG(s) applicable to the

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contractor's performance and any other classification guidance that is levied by the Government, at a minimum this includes:

- a. The Joint Counter Radio Controlled Improvised Explosive Device Electronic Warfare (JCREW) Program SCG dated April 2, 2007 (FOUO); available for anyone with Army Knowledge Online (AKO) account at <https://www.milsuite.mil/book/docs/DOC-133118>.
- b. DoD CREW: Interim Classification Guidance - Universal Classification Reference Matrix, September 2, 2008 (FOUO); <https://www.milsuite.mil/book/docs/DOC-269067>.
- c. DoD CREW: Interim Classification Guidance – Compilation, December 22, 2014 (FOUO); <https://www.milsuite.mil/book/docs/DOC-179731>.

The contractor shall be responsible for safeguarding all Government items, property, equipment, etc. provided for its use and shall ensure all requirements of the CIIC for the commodity or system (including local installation requirements) are adhered to. At the end of each work day, the contractor shall secure all Government facilities, equipment, and materials. The contractor shall establish and implement methods to ensure Government issued keys are not lost, misplaced, or used by unauthorized persons. The contractor shall not duplicate any keys issued by the Government unless written concurrence has been obtained from CECOM COTR. Should duplication be approved, the contractor shall follow the duplication and control process approved by the CECOM COTR.

H.7.1 APPLICABLE SECURITY REFERENCES

The following security policy documents are applicable to this TO:

- a. AR 25-2, Information Assurance
- b. AR 380-5, Department of the Army Information Security Program
- c. AR 380-10, Foreign Disclosure And Contacts With Foreign Representatives
- d. AR 380-40, Safeguarding and Controlling COMSEC Material
- e. AR 380-67, Personnel Security Program
- f. AR 525-13, Antiterrorism
- g. AR 525-28, Personnel Recovery
- h. AR 530-1, Operations Security (OPSEC)
- i. DFARS 252.239-7001, Information Assurance Contractor Training and Certification
- j. DoD 8570.01-M, Information Assurance Workforce Improvement Program
- k. DoD 5220.22-M, National Industrial Security Program
- l. DoD Anti-Tamper Executive Agent (ATEA) Guidelines, Version 2.0, April 1, 2010 (Secret)
- m. DoD ATEA Security Classification Guide , March 17, 2010 (FOUO)
- n. DoD Directive 2060.1, Implementation of and Compliance with Arms Control Agreements
- o. DoD Directive 4630.05, Interoperability and Supportability of IT and National Security Systems (NSS)
- p. DoD Directive 5000.01, The Defense Acquisition System
- q. DoD Directive 5000.59, DoD Modeling and Simulation (M&S) Management

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- r. DoD Directive 5200.01, DoD Information Security Program
- s. DoD Directive 5205.02, DoD Operations Security (OPSEC) Program
- t. DoD Directive 5230.11, Disclosure of Classified Military Information to Foreign Governments and International Organizations
- u. DoD Directive 8500.01E, Cybersecurity
- v. DoD Instruction 5000.02, Operation of the Defense Acquisition System
- w. DoD Instruction 5200.39, Critical Program Information (CPI) Identification and Protection Within Research, Development, Test, and Evaluation (RDT&E)
- x. DoD Manual 5200.1-M, Acquisition Systems Protection Program
- y. DoDI 8510.01 DoD Information Assurance Certification and Accreditation Process (DIACAP)
- z. Program Protection Plan (PPP) Outline and Guidance, Version 1.0, July 2011
- aa. Key Practices and Implementation Guide for Supply Chain Risk Management (SCRM) Pilot Program, February 25, 2010
- bb. PM EW Operations Security Plan 2013

H.7.2 SECURITY CLEARANCE REQUIREMENTS

All contractor personnel shall possess a clearance commensurate with the requirements of their position. Only contractor personnel with the requisite clearance, as verified by the contractor Facility Security Officer (FSO) and the FEDSIM COR through the Joint Personnel Adjudication System (JPAS), shall have access to classified information. The contractor shall maintain all required security clearance documentation and records and appropriate documentation of all personnel clearances, or any request thereof, shall be forwarded through the FEDSIM COR.

All contractor personnel on this TO, unless otherwise specified, require at minimum a Secret level security clearance. The positions that do not require a security clearance or require a higher security clearance will be designated in advance by the FEDSIM COR. At this time, the personnel that do not require a security clearance are the Third Country National personnel working in the SWA Generator Facility at Camp Arifjan, Kuwait, and Local National (LN) personnel in the U.S. European Command (EUCOM) AOR that do not require access to classified information or systems. Other Third Country National/LN personnel may be added to this TO with FEDSIM COR approval. Additionally, although the contractor PM shall possess a Secret level security clearance, all other contractor personnel supporting Task 1, Project Management requirements, do not require a security clearance.

Contractor personnel supporting the Trojan and Prophet C4ISR systems require a TS/SCI security clearance. Contractor personnel in these positions shall be capable of acquiring and maintaining a final TS security clearance, received indoctrinations to Special Intelligence/TALENT KEYHOLE (SI/TK) and NATO Secret, and shall undergo polygraphs if required. The contractor shall maintain sufficiently cleared personnel to perform the tasks required by this TO in accordance with the DD Form 254. All contractor personnel shall possess a clearance and need-to-know commensurate with the requirements of their position. Personnel requiring access to the NSANet shall have Annex P clearance.

In accordance with AR 380-67 (Personnel Security Program), the contractor shall ensure that all personnel associated with this TO meet all investigation requirements applicable to the required

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security clearance and access levels and ensure those requirements are maintained throughout the TO period of performance. The contractor shall also ensure that Periodic Reinvestigations (PRs) are conducted and adjudicated for each individual within the prescribed time lines. A Secret clearance PR is required every ten years and a TS is required every five years from the date of the last closed investigation. The contractor's FSO shall ensure the contractor personnel complete their re-investigation in a timely manner and exercise due diligence in assessing the suitability of contractor personnel who function in sensitive positions.

H.7.3 INFORMATION ASSURANCE

The contractor may have access to sensitive (to include privileged and confidential) data, information, and materials of the U.S. Government. These printed and electronic documents are for internal use only and remain the sole property of the U.S. Government. Some of these materials are protected by the Privacy Act of 1974 (AMENDED) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense.

All contractor personnel with access to a Government Information System (IS) shall be registered in the Army Training Certification Tracking System (ATCTS) prior to beginning work under this TO. Prior to access to an IS and on an annual basis thereafter, contractor personnel shall successfully complete the DoD IA Awareness Training as detailed in **Section H.8** below.

Per DoD 8570.01-M, DFARS 252.239.7001, and AR 25-2, all contractor personnel supporting cybersecurity/IT functions shall be appropriately certified upon TO award. The baseline certification as stipulated in DoD 8570.01-M must be completed upon TO award.

The contractor shall coordinate and assist the Government with IA Vulnerability Assessment (IAVA) management for applicable systems in accordance with AR 25-2. Per DoD 8570.01-M, DFARS 252.239.7001, and AR 25-2, contractor personnel supporting IA/IT functions shall be appropriately certified upon TO award. The baseline certification as stipulated in DoD 8570.01-M must be completed upon TO award. The Government will provide the specific guidance and procedures for system security configuration and IAVA management after TO award. Contractor IA personnel shall perform, at a minimum, the following activities:

- a. Ensure that IT based systems are assessed by a DoD/Army-approved vulnerability assessment tool to confirm security.
- b. Ensure that all Windows-based systems are configured with the Defense Information Systems Agency (DISA) Gold Disks and all other operating systems are configured in accordance with applicable DISA Security Technical Implementation Guide (STIG).
- c. Incorporate all required IAVA updates, anti-virus updates, and security patches within the established configuration management system, which includes the updates of all IT hardware, software, and service packs as they occur.
- d. Conduct compatibility tests to ensure that the STIGs and IAVA updates do not conflict with systems' mission application software.

H.7.4 PERSONNEL SECURITY

In accordance with AR 380-67 (Personnel Security Program), all positions supporting Intelligence Electronic Warfare Sensors (IEWS) functional areas under this TO are designated as sensitive positions. This entails duties of such a sensitive nature, including access to classified

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information, that the misconduct, malfeasance, or nonfeasance of an individual in any IEWS position could adversely impact national security. The contractor shall ensure that great care is exercised in the selection of individuals to fill such positions throughout the performance of this TO.

The contractor shall develop and implement an annual security training and awareness program for all contractor personnel with a need-to-know. The training and awareness program shall address program/C4ISR system specific security objectives and responsibilities for all contractor personnel. All contractor personnel shall be required to attend/take periodic program security training and indoctrinations provided by the Government. The contractor is responsible for notifying the CECOM TPOC and the FEDSIM COR if any of the personnel supporting this TO have pending foreign travel and/or are participating in technical seminars and/or symposiums that involve foreign nationals. The contractor's notification will allow the Government to schedule security briefings and debriefings for contractor personnel regarding potential threats and vulnerabilities.

The contractor shall observe and comply with the security provisions in effect at each performance location. Contractor personnel shall carefully and properly account for printed badges. All collected biographical and biometric information shall be stringently safeguarded to ensure compliance with Privacy Act standards and at a minimum, contractor personnel shall treat all aspects of the base access process as sensitive information/FOUO. AR 380-5, DA Information Security Program shall be adhered to for safeguarding classified and sensitive information. All required identification badges shall be worn and properly displayed at all times by contractor personnel.

- a. **Access and General Protection/Security Policy and Procedures:** All contractor personnel supporting this TO shall provide all information required for background checks to meet installation access requirements to be accomplished by the installation's Provost Marshal Office, Director of Emergency Services, or Security Office. The contractor personnel shall comply with all personal identity verification requirements (FAR 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DoD, Headquarters Department of the Army (HQDA), and/or local policy. Should the Force Protection Condition (FPCON) at any individual facility or installation change during the TO period of performance, the Government may require changes in the contractor's security matters or processes.
- b. **Common Access Card (CAC):** Before CAC issuance, the contractor personnel shall possess, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. Contractor personnel shall be issued a CAC only if their duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of six months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the Federal Bureau of Investigations (FBI) fingerprint check and a successfully scheduled NACI at the Office of Personnel Management (OPM).

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If a contractor employee does not require a CAC (such as contractor personnel not working from a Government-site), but does require access to a DoD facility or installation, the contractor shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13); applicable installation, facility, and area commander installation/facility access; local security policies and procedures, as provided by the Government; or, at OCONUS locations in accordance with SOFAs and other theater regulations.

- c. **Incidents:** The contractor shall ensure that all security, misconduct, or performance related incidents are reported to the FEDSIM COR, and the contractor's FSO, within 48 hours of the incident. Once reported, the contractor's FSO shall report the incident in JPAS within five working days of the incident. The FEDSIM COR will also record any incidents in the Contractor Performance Assessment Reporting System (CPARS), whether favorable or non-favorable, and provide notification to the Government Program/Project Security Manager. Incidents that are not reported in the time frame and manner prescribed above may result in the incident along with the contractor's FSO being reported to the Defense Security Service (DSS) as a security violation and/or TO performance failure.

H.7.5 PHYSICAL SECURITY

The contractor shall be prepared to provide contracted security and transportation services for the protection and safety of its employees supporting this TO and their mission essential movements. Such security support, if required, shall be developed in conjunction with the local U.S. Combatant Command authority and shall be in full accordance with this TO and other applicable Command, DoD, and DOS guidelines. If the contractor is required to provide security and/or transportation support, all associated costs shall be charged to this TO as ODCs under CLIN X005.

H.7.6 INFORMATION SECURITY

The contractor shall ensure that all of its personnel understand the contents of any applicable SCG(s). The contractor personnel shall properly mark, store, and handle all material they acquire, generate, or create on a Government site or installation in accordance with AR 380-5, pertinent SCG(s), and appropriate guidelines for SCI material. The contractor shall obtain guidance from the local Government authority regarding appropriate marking, storage, and destruction of classified and FOUO materials. In addition to guidance in associated DD Form 254, Appendix D, all unused/unneeded FOUO shall be shredded. All controlled unclassified documents containing FOUO information shall be appropriately marked "UNCLASSIFIED//FOR OFFICIAL USE ONLY."

Information in a technical document on any IEW system shall be marked FOUO or Secret, as appropriate, and bear the following statement:

- a. **DISTRIBUTION STATEMENT D:** Distribution is authorized to the DoD and U.S. DoD contractors only for administrative or operational use, (insert date). All other requests shall be referred to PM EW.

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FOUO material and technical documents transmitted outside the DoD require application of an expanded marking with the following statement prior to transfer: “This document contains information EXEMPT FROM MANDATORY DISCLOSURE under the FOIA.

Exemption(s)...applies/apply.”

Technical documents requiring the above control and distributions markings include, but are not limited to, the following:

- a. Training manuals/documentation
- b. TMs/documentation
- c. Maintenance manuals/documentation
- d. Reports and document deliverables
- e. Test plan/reports
- f. User Guides/SOPs
- g. Logistical support documents

The contractor shall also comply with the following additional Information Security requirements:

- a. **COMSEC:** COMSEC Material Hand Receipt Holder is authorized for selected contractor personnel to include access, operation, and storage of COMSEC information, keys, and equipment. The contractor is authorized a COMSEC account if required for the performance of this TO. See Appendix A of the DD Form 254 for further guidance.
- b. **OPSEC:** The contractor shall identify a certified Level II OPSEC coordinator per AR 530-1 and the contractor shall develop an OPSEC SOP/Plan within 90 calendar days of TO award (**Section F, Deliverable 31**), to be reviewed and approved by the responsible Government OPSEC officer. This plan shall include a process to identify critical information, where it is located, who is responsible for it, how to protect it, and why it needs to be protected. As ordered by the Commander, the contractor shall implement OPSEC measures.

Additional OPSEC requirements to the NISPOM are in effect and will be provided by the Government. OPSEC maintains essential secrecy which is the condition achieved by the denial of essential/critical information to adversaries. The contractor shall endeavor to deny adversaries critical information and indicators of sensitive unclassified information in any format that pertains to PM EW programs/projects; to include, dissemination of material on the internet and postings on websites. The contractor shall comply with all Government OPSEC plans, policies, and procedures.

The contractor shall not publically release any information about this TO and the work performed/supported underneath it without prior written approval by the FEDSIM COR and the CECOM TPOC.

- c. **Foreign Disclosure/Export:** The contractor shall avoid creating false impressions of the U.S./PM EW's position on disclosing Classified Military Information (CMI) or Controlled Unclassified Information (CUI). The Government will provide the contractor with foreign disclosure guidance. The contractor shall not agree to provide access to and/or exchange of Government information/items, equipment, or briefings to any foreign individual or entity without first obtaining the proper approval from the CECOM

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TPOC and the FEDSIM COR. Without prior Government authorization, access to CREW programs, systems, or assets by foreign nationals is strictly prohibited and this includes, but is not limited to, coalition military/government personnel, Host Nation employees, service personnel, or vendors.

- d. **Handling of and Access to Classified Information:** The contractor shall comply with FAR 52.204-2, Security Requirements.
- e. **Transportation/Shipment:** All fielded PM EW systems, sub-systems, ancillary equipment, test equipment, storage devices, media, or any other associated program material once stored and/or embedded with classified data shall retain the classification at the highest level of the data that ever resided within the item. Purging or degaussing of equipment for the purpose of unclassified transport or shipments shall not be acceptable as these declassification methods are not guaranteed to clear all remnants of classified data in all cases nor can the proper execution of these measures be relied upon. Therefore, the contractor shall ensure that all shipments, transportation, handling, packaging, wrapping, or storage of PM EW classified assets are executed in accordance with AR 380-5 and consistent with the highest classified level of data that had existed.

H.8 TRAINING AND QUALIFICATIONS

H.8.1 REQUIRED TRAINING FOR ALL CONTRACTOR PERSONNEL

As applicable, all contractor personnel shall complete the following required trainings:

- a. **Cybersecurity IT Awareness Training:** All contractor personnel shall complete the DoD Cybersecurity IT Awareness Training prior to issuance of network access and annually thereafter. All contractor personnel supporting cybersecurity and/or IT functions must comply with DoD and U.S. Army training requirements in DoD Directive (DoDD) 8570.01, DoD 8570.01-M and AR 25-2 within six months of appointment to cybersecurity/IT functions.
- b. **IA Training:** All contractor personnel shall complete the DoD IA Awareness Training prior to issuance of network access and annually thereafter. All contractor personnel working IA/IT functions shall comply with DoD and U.S. Army training requirements in DoDD 8570.01, DoD 8570.01-M, and AR 25-2 within six months of appointment to IA/IT functions.
- c. **OPSEC Level 1 Training:** Per AR 530-1 (Operations Security), all contractor personnel shall complete Level I OPSEC Awareness training within 30 calendar days of the individual's TO start date and annually thereafter. Level I OPSEC training is available at the following website: <http://cdse.edu/catalog/elearning/GS130.html>.
- d. **Threat Awareness Reporting Program:** In accordance with AR 381-12 [Threat Awareness and Reporting Program (TARP)], all contractor personnel shall receive annual TARP training conducted by a counterintelligence (CI) agent or other trainer as specified in 2-4b of the Anti-Terrorism (AT)/OPSEC Cover Sheet (**Section J, Attachment L**).

The AT training requirements detailed below are for non-LN contractor personnel and are in order to comply with theater clearance requirements. These requirements allow the Combatant Commander to exercise oversight and ensure the contractor is in compliance with Combatant Commander and subordinate task force commander policies and directives.

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- a. **AT Level I Awareness Training:** All contractor personnel requiring access to U.S. Army installations, facilities, and controlled access areas shall complete AT Level I Awareness Training within 30 calendar days of the individual's TO start date. The contractor shall submit certificates of completion for each contractor employee, to the FEDSIM COR within 30 calendar days of training completion. AT Level I Awareness Training for CAC holders is available at the following website: <https://Jkodirect.jten.mil/> and training for non-CAC holders is available at the following website: <http://jko.jten.mil/courses/at11/launch.html>.
- b. **AT Awareness Training for Contractor Personnel Traveling Overseas:** All U.S. based contractor personnel shall receive Government-provided AOR specific AT Awareness Training as directed by AR 525-13. Specific AOR training content is directed by the Combatant Commander with the unit AT Officer (ATO) being the local POC. U.S. based contractor personnel shall submit an Isolated Personnel Report (ISOPREP) prior to any OCONUS travel or deployment, in accordance with AR 525-28, Personnel Recovery. Prior to deployment, the contractor is required to fill out the survey on the NIPRNET at the following website: <https://prmsglobal.prms.af.mil/prmsconv/Profile/Survey/start.aspx>.
- c. **iWATCH Training:** The contractor shall brief all personnel on the local iWATCH program (training standards will be provided by the requiring activity ATO). This locally developed training shall be used to inform contractor personnel of the types of behavior to watch for and to instruct contractor personnel to report any suspicious activity to the Government. This training shall be completed within 30 calendar days of the individual's TO start with the results reported to the CECOM TPOC and FEDSIM COR NLT 15 calendar days after training completion.

H.8.2 BETSS-C TRAINING

All contractor personnel supporting BETSS-C systems shall successfully complete the required training before the Government will authorize personnel for deployment. Current required BETSS-C training is approximately 16 weeks in duration, not including the required one week of CRC training, and can be held at either Fort Leonard Wood in Missouri (MO) or Redstone Arsenal in Alabama. Within the 16 week training course is three weeks of operator training at the Camp Falcon Training Facility at Fort Leonard Wood, MO. Successful completion of the BETSS-C operator course is a pre-requisite for attending the CRC training. CECOM and PM TS will schedule BETSS-C operator training as needed to ensure enough trained operators are available. Operator personnel shall possess the physical stamina and mental aptitudes of a soldier with a Military Occupational Specialty (MOS) designator 11B Infantryman and shall pass the basic health assessment that is part of the CRC training as well as the Joint Contracting Command - Afghanistan (JCC-A) fitness for duty deployment criteria.

All contractor personnel providing other than operator support for BETSS-C systems shall possess the skills, knowledge, and ability to install and maintain the systems and train units on how to install, operate, and perform basic maintenance of the BETSS-C equipment; shall pass the basic health assessment that is part of the CRC training as well as the C3 fitness for duty deployment criteria. A Government representative will monitor the training and validation process to ensure that all contractor personnel meet or exceed all training requirements for deployment assignments.

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These training requirements shall not apply to contractor personnel who have successfully completed the Government-sponsored BETSS-C training programs within the last 12 months and who are eligible for redeployment without CRC training. CRC training is not required for contractor personnel who have had Government sponsored BETSS-C training and are intending to redeploy; and, are either in-theater already or have been in CONUS for less than 365 days from their last OCONUS deployment.

The contractor shall notify the CECOM TPOC and the FEDSIM COR within 24 hours of personnel completing BETSS-C training, BETSS-C operator specific training (if applicable) and CRC training and if the personnel were successful or unsuccessful. A hands-on exam is given during the training class, which is "go/no-go" and a written final exam is given on the last day of class with a passing grade of 80 points required. If a student fails to make this grade, a retest will be given the next day. Failure on the second test will result in the student being dropped from the class.

The CRC training notification shall also include the dates for deployment of individual operator(s). Travel arrangements for deployment shall not commence until this notice is provided to the Government. Each contractor personnel authorized to deploy to perform services in support of BETSS-C shall complete a minimum of a 12 month tour of duty, commencing from the date of arrival in theater unless a different tour of duty period is authorized in advance by the Government.

H.8.3 BSS TRAINING AND QUALIFICATIONS

Contractor personnel supporting **Section C.5.8.3** shall have prior military service (or commensurate civilian experience) in an intelligence analysis, collection management, or technical surveillance leadership role. Additionally, contractor personnel shall have operational and technical experience supporting Ground Moving Target Indicator (GTMI) collection systems and formal, or hands-on, software development and network configuration experience. This experience shall include, but is not limited to, basic system administration abilities needed to configure Windows; edit .bat scripts; install and remove software; configure desktop settings and router protocols; troubleshoot Internet Protocol (IP) and wireless networks; and, follow instructions needed to configure network equipment (i.e., routers and wireless devices) to include meshed radio networks and antenna arrays.

Contractor personnel providing BSS subject matter expertise in support of **Section C.5.8.3** shall attend a required, comprehensive two-week BSS Training and Certification Course for all BSS operational support personnel at the Geospatial Training and Analysis Cell (GTAC) at Ft. Belvoir, Virginia. Contractor BSS personnel shall also work with BSS Government site leads to derive an appropriate CONUS or OCONUS BSS training regimen for in-theater transfer of personnel to BSS depending on experience and staff qualifications.

H.9 ORGANIZATIONAL CONFLICT OF INTEREST AND NON-DISCLOSURE REQUIREMENTS

H.9.1 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

- a. If the contractor is currently performing work or anticipates performing work that creates or represents an actual or potential organizational conflict of interest (OCI), the contractor shall immediately disclose this actual or potential OCI to GSA in accordance

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with FAR Subpart 9.5. The nature of the OCI may involve the prime contractor, subcontractors of any tier, or teaming partners. This includes, but is not limited to, any support that the prime contractor, subcontractors of any tier, or teaming partners are currently providing or anticipate providing to the C4ISR systems and equipment listed in **Section J, Attachment G**.

- b. The contractor is required to complete and sign an OCI Statement (**Section J, Attachment M**). The contractor shall represent either that (1) It is not aware of any facts which create any actual or potential OCI relating to the award of this TO, or (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential OCI and has included a mitigation plan in accordance with paragraph (c) below.
- c. If the contractor with an actual or potential OCI believes the conflict can be avoided, neutralized, or mitigated, the contractor shall submit a mitigation plan to the Government for review.
- d. In addition to the mitigation plan, the FEDSIM CO may require further information from the contractor. The FEDSIM CO will use all information submitted by the contractor, and any other relevant information known to GSA, to determine whether an award to the contractor may take place, and whether the mitigation plan adequately avoids, neutralizes, or mitigates the OCI.
- e. If any such conflict of interest is found to exist, the FEDSIM CO may determine that the conflict cannot be avoided, neutralized, mitigated, or otherwise resolved to the satisfaction of the Government and the contractor may be found ineligible for award. Alternatively, the FEDSIM CO may determine that it is otherwise in the best interest of the Government to contract with the contractor and include the appropriate provisions to avoid neutralize, mitigate, or waive such conflict in the TO awarded.

H.9.2 NON-DISCLOSURE REQUIREMENTS

If the contractor acts on behalf of, or provides advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, then the contractor shall execute and submit a Corporate Non-Disclosure Agreement (NDA) Form (**Section J, Attachment N**) and ensure that all its personnel (to include subcontractors, teaming partners, and consultants) who will be personally and substantially involved in the performance of the TO:

- a. Are listed on a signed Addendum to Corporate NDA Form (**Section J, Attachment N**) prior to the commencement of any work on the TO.
- b. Are instructed in the FAR 3.104 requirements for disclosure, protection, and marking of contractor bid or proposal information, or source selection information.
- c. Are instructed in FAR Part 9 for third-party disclosures when acting in an advisory capacity.

All proposed replacement contractor personnel also must be listed on a signed Addendum to Corporate NDA and be instructed in the requirements of FAR 3.104. Any information provided by contractors in the performance of this TO or obtained from the Government is only to be used in the performance of the TO. The contractor shall put in place appropriate procedures for the protection of such information and shall be liable to the Government for any misuse or unauthorized disclosure of such information by its personnel, as defined above.

H.10 SECTION 508 COMPLIANCE REQUIREMENTS

Unless the Government invokes an exemption, all Electronic and Information Technology (EIT) products and services proposed shall fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, 29 U.S.C. 794d, and the Architectural and Transportation Barriers Compliance Board's EIT Accessibility Standards at 36 Code of Federal Regulations (CFR) 1194. The contractor shall identify all EIT products and services provided, identify the technical standards applicable to all products and services provided, and state the degree of compliance with the applicable standards. Additionally, the contractor shall clearly indicate where the information pertaining to Section 508 compliance can be found (e.g., Vendor's or other exact web page location). The contractor shall ensure that the list is easily accessible by typical users beginning at time of award.

H.11 INTERNATIONAL ORGANIZATION OF STANDARDIZATION (ISO) CERTIFICATION

The contractor shall certify that it is in compliance with provisions of ISO 9001:2008 Quality Management system Requirements at the TO Kick-Off Meeting. **The contractor shall remain certified throughout the TO period of performance.** All costs associated with this requirement shall be borne by the contractor with no costs assigned to the Government. Failure to maintain compliance with ISO 9001:2008 standards and remain certified may impact the Government's evaluation of the contractor performance under this TO and could cause the Government to terminate the TO.

H.12 COST ACCOUNTING SYSTEM

The adequacy of the contractor's accounting system and its associated internal control system, as well as contractor compliance with the Cost Accounting Standards (CAS), affect the quality and validity of the contractor data upon which the Government must rely for its management oversight of the contractor and contract performance. The contractor's cost accounting system shall be adequate during the entire period of performance and shall permit timely development of all necessary cost data in the form required by the contract.

H.13 PURCHASING SYSTEMS

The objective of a contractor purchasing system assessment is to confirm it is a Government-approved purchasing system and evaluate the efficiency and effectiveness with which the contractor spends Government funds and complies with Government policy with subcontracting.

Prior to the award of a TO the FEDSIM CO shall verify the validity of the contractor's purchasing system. Thereafter, the contractor is required to certify to the FEDSIM CO no later than 30 calendar days prior to the exercise of any options the validity of its purchasing system. Additionally, if reviews are conducted of the purchasing system after the exercise of the option, the contractor shall provide the results of the review to the FEDSIM CO within ten workdays from the date the results are known to the contractor.

H.14 TRAVEL

H.14.1 TRAVEL REGULATIONS

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- a. Federal Travel Regulations (FTR) – prescribed by the GSA, for travel in the contiguous U.S.
- b. Joint Travel Regulations (JTR), Volume 2, DoD Civilian Personnel, Appendix A – prescribed by the DoD, for travel in Alaska, Hawaii, and outlying areas of the U.S.
- c. Department of State Standardized Regulations (DSSR) (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" – prescribed by the Department of State, for travel in areas not covered in the FTR or JTR.

Contractor personnel shall require an APACS Theater/Country clearance for travel to OCONUS locations. The contractor shall be required to prepare and obtain all necessary paperwork, documentation, and/or permits required for deployment. The website for APACS is <https://apacs.dtic.mil/apacs/>; the contractor shall obtain and maintain an account for access to this site.

H.14.2 TRAVEL AUTHORIZATION REQUESTS (TAR)

Before undertaking travel to any Government site or any other site in performance of this TO that will result in costs invoiced to the Government, the contractor shall have this travel approved by, and coordinated with, the FEDSIM COR. Notification shall include, at a minimum, the number of persons in the party, traveler name(s), destination, duration of stay, purpose, estimated cost, and TO line of accounting the travel will be charged against. Prior to any long-distance travel, the contractor shall prepare a TAR (**Section J, Attachment O**) for Government review and approval. Approved long-distance travel will be reimbursed for the cost of travel comparable with the FTR, JTR, and DSSR.

Requests for travel approval shall:

- a. Identify the TO number
- b. Identify the CLIN and the CECOM CTN/Line of Accounting associated with the TAR
- c. Contain the following:
 - i. Departure location, date, and estimated time of departure
 - ii. Destination, date, and estimated time of arrival
 - iii. Name of each contractor employee traveling along with their company and position title
 - iv. Purpose of travel and organization(s) visiting
 - v. Requesting Individual's Name
 - vi. CLIN and Line of Accounting ceiling and funded amounts at time of TAR submission
 - vii. Estimated total cost of travel broken down by each expense including, but not limited to, airfare, rental car, lodging, transportation, parking, mileage, gasoline, etc.

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- viii. CECOM TPOC and/or CECOM Forward-Deployed COTR concurrence
- d. Be submitted at least five workdays in advance of the departure date to permit review and approval.

One rental car for every three contractor employees on TDY is the standard requirement for this TO. Any exceptions to this requirement shall be noted on the TAR for Government consideration. Travel shall be scheduled during normal duty hours whenever possible.

For all travel in and around OCONUS locations in the CENTCOM AOR, including deployment locations, and for travel to and from deployment locations (including travel from CONUS Port Of Embarkation (POE) to deployment site Port Of Debarkation (POD)), the contractor shall utilize military air. To meet critical mission requirements, the contractor may request to utilize commercial air on the TAR. However, the contractor shall only utilize commercial air if approved in advance and in writing by the FEDSIM COR.

Contractor personnel may be required to move between operating locations to meet mission support requirements and contractor personnel in deployment locations (including throughout the CENTCOM AOR). Contractor personnel shall travel via the most expeditious secure transport means available as designated by the local Combatant Commander. Such means may include military aircraft, operated by U.S. or any coalition aircraft authorized to carry uniformed military logistics personnel or by military ground transport, with security provided by uniformed U.S. military personnel, uniformed coalition ground force personnel, or private security contractor, as specified by local Combatant Commander controlling exit from the FOB or other duty location where contractor personnel are based.

H.15 COSTS AND BENEFITS FOR OCONUS CONTRACTOR PERSONNEL

H.15.1 RELOCATION

Relocation covers the expense of relocating existing contractor personnel to new work locations and relocating new contractor staff to their work locations overseas. The Government will not reimburse any contractor costs for relocation other than the travel costs (i.e., plane ticket) for the contractor employee only. Costs related to Permanent Change of Station (PCS)/repatriation, household goods transportation including privately owned vehicles (POVs), etc. will not be reimbursed by the Government.

H.15.2 COST OF LIVING ALLOWANCE (COLA)

Contractor personnel stationed in OCONUS locations such as, but not limited to, Germany, Italy, and Korea will be authorized to receive a Cost of Living Allowance (COLA), if authorized by the JTR/DSSR, to compensate the contractor for serving at a location where the cost of living (excluding the cost of quarters and the cost of eligible family members' education) is substantially higher than in the Aberdeen, MD area. This allowance is based on a percentage of spendable income and varies by location, salary, and number of dependents. The example calculation below provides more detail.

Example COLA Calculation: A contractor with an annual base salary of \$125,000 and a family of three located in Stuttgart, Germany would receive \$7,665 in annual COLA. Follow the steps below to see how the COLA amount was calculated.

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- a. Step 1: Using the DoS website –
[<http://aoprals.state.gov/Content/Documents/SpendableIncome.pdf>] find the annual spendable income for the annual base salary of \$125,000 with a family size of three on the "Annual Spendable Income by Salary and Family Size" Table. This amount is \$51,100.
- b. Step 2: Using the DoS website [<http://aoprals.state.gov/Web920/cola.asp>] find the DoS Post (Cost of Living) Allowance Percentage of Spendable Income Rate for Stuttgart, Germany. This amount is 15 percent
- c. Step 3 - Calculate the COLA by multiplying the annual spendable income (\$51,100) times the percentage of spendable income rate (15 percent) to get the annual COLA amount (\$7,665). [$\$51,100 * .15 = \$7,665$]. This amount will vary according to location, date, and annual salary entries. Example date is effective 2/21/2016.)

H.15.3 LIVING QUARTERS ALLOWANCE (LQA)

Contractor personnel stationed in OCONUS locations such as, but not limited to, Germany, Italy, and Korea will also be authorized to receive an annual Living Quarters Allowance (LQA), if authorized by the JTR/DSSR, which is intended to cover the contractor's costs for rent, heat, lights, fuel, gas, electricity, water, and certain other fees. The LQA amount is calculated on the basis of location and with or without dependents rates. Reimbursement will be based on actual cost and will not exceed the applicable Group 3 rates as outlined in the "Annual Living Quarters Allowance In U.S. Dollars (DSSR 130) Rates." These rates may be found at the following DoS website - http://aoprals.state.gov/Web920/lqa_all.asp?MenuHide=1.

H.15.4 KUWAIT SPECIFIC BENEFITS

Contractor personnel with an assigned duty station in Kuwait are not authorized to receive COLA or LQA. However, the Government will reimburse authorized and allowable contractor costs for Kuwait apartment rentals. The contractor shall adhere to the leasing information in **Section H.17.2** and at least two contractor personnel shall reside in each in rented apartment. Additionally, the Government will provide per diem to cover meals and incidentals for all contractor personnel with an assigned duty station in Kuwait. Per diem in Kuwait is limited to \$57.75 per person per day.

H.15.5 OTHER COSTS AND BENEFITS

Contractor personnel stationed on-base in OCONUS locations are eligible to receive the on-base daily incidental rate. No other costs, regardless if allowable per the JTR or the DSSR, shall be considered for contractor overseas permanent assignments including education allowances.

H.16 REFUNDS FOR TRAINING AND TRAVEL COSTS

Costs incurred by contractor personnel and paid by the Government for contractor training and travel shall be refunded or credited to the Government in the event the employee resigns from the TO or is terminated for reasons within his or her control within six months from the commencement of deployment or relocation. The FEDSIM CO in conjunction with the CECOM TPOC and FEDSIM COR will ultimately determine if the Government will pursue a refund or a credit from the contractor.

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The contractor shall refund or credit to the Government all costs incurred by the Government for specialized instructor and/or CRC training or travel in the event contractor personnel do not successfully complete said training or fail to pass the mandatory CRC basic health assessment.

The following scenarios are examples of situations where the Government would require reimbursement of all training and travel expenses if the issue occurs during the initial six months from the commencement of deployment or relocation. This is not an all-inclusive list.

- a. Contractor employee deployed to Afghanistan is found in possession of alcoholic beverages or pornography (violation of General Order #1).
- b. Contractor employee in Korea is detained by military police for violation of U.S. Army policy on sexual exploitation.
- c. Contractor employee in Italy decides two weeks after arriving that he or she “made a mistake” and chooses to return home.
- d. Contractor employee in Germany departs this TO to accept a different position in Germany under a different TO outside of CECOM.
- e. Contractor employee in Kuwait with an Interim Secret clearance has that clearance revoked; during review, it is determined the contractor failed to complete a law enforcement background check on the employee, which would have revealed a felony conviction, recent illicit drug use, or similar.
- f. Contractor employee reports to CRC (or equivalent) and is quickly disqualified for deployment due to morbid obesity (Body Mass Index (BMI) greater than or equal to (\geq) 40).

The following scenarios are examples of situations where the Government would likely allow contractor incurred charges to stand, even if it occurred during the initial six months from the commencement of deployment or relocation:

- a. Contractor employee in Afghanistan is advised that their spouse or child has died, been very seriously injured, or has a very serious disease.
- b. Contractor employee in Korea breaks his or her leg or suffers another serious injury (not related to abuse of alcohol or illegal drugs) that would require the employee to remain in a non-billable status for an extended period.
- c. Contractor employee in Germany suffers a heart attack and is told by a physician that he or she can no longer do the strenuous physical labor required for the position.
- d. Contractor employee in Kuwait with an Interim Secret clearance has that clearance revoked; during review, it is determined the contractor did obtain a law enforcement background check on the employee and the employee passed that check prior to hire.
- e. Contractor employee reports to CRC and medical authority there subsequently disqualifies employee from deployment for reason that was not uncovered or revealed by employee’s physician (contractor must be able to document that employee did complete and pass a private physician medical screening).

H.17 MATERIALS, EQUIPMENT, AND/OR ODCs

The Government may require the contractor to purchase or lease materials, equipment, and ODCs critical and related to the services being acquired under the TO. Such requirements will be

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identified at the time a TOR is issued or may be identified during the course of TO performance by the Government or the contractor. If the contractor initiates a purchase within the scope of this TO and the prime contractor has an approved purchasing system, the contractor shall submit to the FEDSIM COR a RIP (**Section J, Attachment P**). If the prime contractor's purchasing system becomes disapproved during the TO performance, then the contractor shall submit to the FEDSIM CO a Consent to Purchase (CTP). The RIP and CTP shall include the purpose, specific items, estimated cost, cost comparison, and rationale. The contractor shall not make any purchases without an approved RIP from the FEDSIM COR or an approved CTP from the FEDSIM CO and without complying with the requirements of **Section C** and **Section H.18.2**. The contractor shall maintain a record of all materials, equipment, and ODCs purchased (**Section F, Deliverable 32**).

H.17.1 CELL PHONES

Cell phones or communication devices required to execute TO requirements may be acquired by the contractor at Government expense for OCONUS personnel. However, prior to any RIP submissions, the CECOM TPOC and contractor shall work in conjunction to determine which OCONUS personnel should receive a cell phone. All cell phone usage under this TO is limited to \$150 per phone per month. All charges incurred in excess of \$150 will not be reimbursed by the Government.

H.17.2 LEASING

All leasing requirements specified in the OASIS Pool 3 basic contract apply to this TO. If leasing occurs under this TO, the Government will not be the Lessee. Prior to entering into ANY leasing agreement, the contractor shall coordinate with the FEDSIM COR and CECOM TPOC and have an approved RIP from the FEDSIM COR. Under no circumstances will the Government be deemed to have privity-of-contract with the Owner/Lessor of the Leased Items; or, will the Government be held liable for early termination/cancellation damages if the Government decides not to exercise an option period under a TO unless the contractor has specifically disclosed the amount of such damages (or the formula by which such damages would be calculated) as part of the RIP submission and the FEDSIM CO for the TO has specifically approved/allowed such damages as part of the TO terms and conditions.

H.17.2.1 VEHICLES

Under this TO, vehicles may be required to support contractor operations at CONUS and OCONUS locations. The Government will identify all contractor vehicle requirements during performance of the TO. If the lease or purchase of a vehicle is required, the contractor shall provide the CECOM TPOC and the FEDSIM COR with a RIP that also contains a lease versus buy analysis along with three cost estimates for the CECOM TPOC and the FEDSIM COR's review and/or approval. One the three cost estimates submitted shall be sourced from the GSA Fleet Management Center. The contractor shall not enter into any leasing agreements until written approval has been provided by the FEDSIM COR.

For any contractor leased or procured vehicles, the contractor shall maintain a record of statistical usage data such as fuel cost, trip mileage, and any maintenance or repair costs not covered by the contractor's rental / lease agreement. The contractor and Government will jointly agree to a format for tracking the required data after TO award. Please note, the Government will provide

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leased vehicles obtained for use in Afghanistan, fuel, and related petroleum products at no cost to the contractor.

The Government's overall objective is to restrict leased vehicles to the **minimum** required for mission execution. In Kuwait, where contractor employees travel to and from privately leased accommodations via commercial vehicle, leased vehicles may be used for domicile to duty transportation, subject to policies of local command authorities. The specified planning factor is no more than one leased vehicle for every four contractors assigned. In other locations, leased vehicles shall, under no circumstances, be used for travel between place of duty and abode (on- or off-installation) unless such use has been approved by the local Combatant Commander.

H.18 COMMERCIAL SUPPLIER AGREEMENTS

H.18.1 The Government understands that commercial software tools that may be purchased in furtherance of this TO as described in Section C and as contemplated in the Materials, Equipment, and ODCs CLINs in Section B (included with final TOR) may be subject to commercial agreements which may take a variety of forms, including without limitation licensing agreements, terms of service, maintenance agreements, and the like, whether existing in hard copy or in an electronic or online format such as "clickwrap" or "browsewrap" (collectively, "Supplier Agreements"). For purposes of this TO, the Supplier Agreements are "collateral agreements" within the meaning of the FAR clause at 52.227-14(c)(2).

H.18.2 The contractor shall ensure that any proposed Supplier Agreements allow the associated software and services to be used as necessary to achieve the objectives of this TO. The contractor shall provide all applicable Supplier Agreements to the FEDSIM CO prior to purchase and shall cooperate with the Government, including negotiations with the licensor as appropriate, to ensure compliance with this Section. Without limiting the generality of the foregoing, a compliant Supplier Agreement shall permit all of the following at no extra charge to the Government: (a) access and use by support contractors, including a successor contractor upon termination or expiration of this TO; (b) access and use by employees of other Federal, state and local law enforcement agencies; (c) transfer to a different data center and/or a successor contractor's cloud; and (d) the creation of derivative works that shall be subject to at least the same rights as set forth in subparagraphs (a) through (c) above. The above rights constitute "other rights and limitations" as contemplated in subparagraph (d) of the FAR clause at 52.227-14, Rights In Data – General (May 2014), Alternate III (Dec 2007) against the Federal Government Licensee except as, and then only to the extent, specifically authorized by applicable Federal statute.

H.19 INTELLECTUAL PROPERTY RIGHTS

The existence of any patent, patent application or other intellectual property right that encumbers any deliverable must be disclosed in writing on the cover letter that accompanies the delivery. If no such disclosures are provided, the data rights provisions in **DFARS 252.227-7013** apply.

H.20 AWARD FEE

See the Award Fee Determination Plan in **Section J, Attachment F**.

H.21 CONTRACTOR IDENTIFICATION

As stated in 48 CFR 211.106, Purchase Descriptions for Service Contracts, contractor personnel shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and by displaying distinguishing badges or other visible identification for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

H.22 SAFETY AND HEALTH HAZARDS

The Government will provide the contractor with all applicable guidance, instructions, and general orders issued by the theater/regional Commander on force protection and safety. For all C4ISR systems and missions in scope of this TO, the contractor shall fully adhere to all DoD/DA, AMC, CECOM, and local command authority specified safety, transportability and accreditation releases, processes, and procedures. The contractor shall fully comply with all safety bulletins received and specified reporting requirements as specified. Additionally, the contractor shall distribute safe working practices information and conduct periodic safety meetings with its workforce (the specific frequency shall be determined in consultation with the CECOM COTR).

The contractor is responsible, at all performance sites and locations, for compliance with all requirements of the U.S. Occupational Safety and Health Act (OSHA) with regards to required personal protective clothing and equipment. The Government will not furnish this personal protective clothing or equipment to contractor personnel. Examples of such personal protective clothing and equipment that the contractor must provide as needed and which shall not be invoiced to the Government includes, but is not limited to, steel toed work shoes, coveralls/overalls, work gloves, rubber gloves, eye safety goggles, hearing protectors, and hard hats.

The contractor is responsible for maintaining a safe, clean, and environmentally supportive work area. At all TO performance locations, the contractor shall allocate time for cleaning and maintaining the work area (sweeping/vacuuming/mopping, trash removal, cleaning of tools and work benches, etc.) and for maintaining the surrounding environment to the appearance standard required by military installation leadership (external area litter “policing” / cutting of grass and brush, shoveling of snow off walkways, and similar). Oil spills shall be prevented through use of drip pans and similar. Any spillage of hazardous or environmentally harmful substances shall be immediately cleaned up and disposed of in accordance with the applicable material safety data sheet (MSDS). The specific time required for these activities shall be determined in conjunction with the CECOM COTR and reflected in specific labor charges to Government customers under this TO. At a minimum, one hour per week per TO Government-site contractor employee will be specified (reserved) for these activities and may be charged to the Government. The number of hours specified for this support may be increased at the discretion of the CECOM COTR.

H.23 HAZARDOUS MATERIALS (HAZMAT)

HAZMAT are those materials delineated in Environmental Protection Agency's (EPA) Manual 17. At maintenance site these materials may commonly include petroleum-based oils and lubricants and industrial cleaning solutions. The contractor shall maintain an MSDS library (hard copy or via web) covering every hazardous substance procured, stored, or used within the contractor's AOR. The contractor shall ensure all staff at all performance locations have access to MSDS and access to container labeling and storage labeling requirements/directions. The contractor shall reduce excess hazardous waste disposal by optimizing procedures for reuse of material, rotation of stocks to ensure use prior to expiration date, and protecting stocks from damage by weather and poor handling. The contractor shall ensure availability of qualified personnel at all performance locations to transport relevant hazardous cargo and waste. The contractor is required to turn in HAZMAT waste to the installation /site collection point in accordance with the installation/site's laws, regulations, and policies.

Applicable references include, but are limited to:

- a. Resource Conservation and Recovery Act (RCRA) of 1976 (Public law 95-609)
- b. CFR, Title 40, Parts 261, 264, and 265
- c. EPA Manual 17
- d. AR 200-1, Environmental Protection and Enhancement
- e. DRMO Environmental Customs Assistance Handbook

H.24 DEFENSE BASE ACT (DBA) INSURANCE

Pursuant to FAR 28.305, Defense Base Act (DBA) insurance coverage provides workers' compensation benefits (medical, disability, death) in the event of a work-related injury or illness OCONUS.

The Government requires that all contractor personnel who work internationally be protected by the DBA coverage, regardless of their assignment and/or location unless a waiver has been obtained by the U.S. Department of Labor (DoL).

DBA insurance may be charged as either a direct or indirect cost consistent with the contractor's CAS Disclosure Statement (D/S) and DCAA approved accounting system, and shall be furnished to the FEDSIM CO within 30 days of TO award. If required and approved by the FEDSIM CO, additional DBA riders may be charged to the Government.

H.25 INSURANCE

The contractor shall be required to have insurance in connection with FAR 52.228-5, (Insurance – Work on a Government Installation) found in **Section I**.

- a. Workman's compensation insurance required by law of the State where performance is conducted.
- b. Comprehensive bodily injury insurance with limits of not less than \$500,000 for each occurrence.
- c. Property Damage liability with a limit of not less than \$100,000 for each occurrence.

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- d. Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each occurrence, and property damage liability insurance with a limit of not less than \$50,000 for each occurrence.

H.26 VEHICLE OPERATOR'S LICENSE REQUIREMENT

Unless specifically waived by the FEDSIM COR, all TO contractor personnel shall possess a valid U.S. state vehicle operator's license. As a condition for employment under this TO, contractor personnel may be required to pass all tests for and obtain a U.S. military vehicle operator's permit for commercial sedans and similar, for use at TDY locations.

The contractor shall also establish and maintain suitable qualification standards for any other mechanical equipment operated by its personnel such as forklifts. The contractor shall ensure that its personnel operating mechanical systems, including forklifts, in support of this TO are fully qualified, as per the standard for proficiency established by the contractor and as per any local (installation-level) standard that may apply. If requested by the Government, the contractor shall provide to the CECOM COTR a list of the TO personnel, at the particular performance location, that are qualified on specific mechanical systems employed at that site. The CECOM COTR may further require the contractor to document the specific skill level attained by these personnel on these mechanical systems and to document how the specific skill level attained was assessed.

H.27 SYNCHRONIZED PREDEPLOYMENT AND OPERATIONAL TRACKER (SPOT)

The SPOT system is used to generate LOAs which define specific Government services and support all contractor personnel are authorized to receive in a deployment area (**Section J, Attachment Q**). The contractor shall process LOAs in SPOT for all contractor personnel deploying under the TO and the additional documentation required with each LOA. The contractor shall fully execute all SPOT requirements.

H.28 DEPLOYMENT REQUIREMENTS

The requirements of this TO have been identified by the U.S. Government as being essential to the mission and operational readiness of the U.S. Armed Services operating worldwide; therefore, the contractor may be required to perform this TO during crisis situations (including war or a state of emergency), contingencies, or exercises in the identified area of operations, also known as theatre of operations, subject to the requirements and provisions listed below. These requirements apply to all personnel deployed to the AOR, regardless if they are temporary travelers or permanently deployed/stationed.

The contractor shall be responsible for performing all requirements of this TO notwithstanding crisis situations, contingencies or exercises, including, but not limited to, the existence of any state of war, whether declared or undeclared, or state of emergency, by the U.S. or the host nation, commencement of hostilities, internal strife, rioting, civil disturbances, or activities of any type which would endanger the welfare and security of U.S. Forces in the host nation. Failure by the contractor to perform may subject the contractor to a termination of this TO for cause.

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The contractor shall ensure all contractor personnel participate in any required and/or necessary pre-deployment qualification training. Contractor personnel will be integrated into Government contingency plans, and afforded the same rights, privileges, protection, and priority as U.S. Government personnel. The Government may provide security, housing, and messing facilities for contractor personnel should conditions warrant.

H.28.1 PRE-DEPLOYMENT PROCESSING

The CRC at Fort Bliss, Texas (<https://www.bliss.army.mil/CRC/>) is currently the designated processing site for personnel deploying to hazard duty/combat zones (HD/CZ) locations. Contractor personnel being deployed to HD/CZ shall report to the CRC for pre-deployment processing. The CRC validates readiness and conducts deployment processing en-route to the HD/CZ duty station. Deploying contractor personnel shall complete all pre-reporting requirements so they can deploy immediately upon completion of CRC processing. Pre-reporting requirements include, but are not limited to:

- a. Medical readiness
- b. Theater Specific Individual Readiness Training (TSIRT) certifications
- c. Current Individual Readiness File (IRF) records needed for identification and processing
- d. Valid passports and visas (for the longest period possible to mitigate a mid-tour break in service)
- e. Any other preparation to prevent rejection by the CRC

Contractor personnel determined by the CRC to be non-deployable will be referred back to the contractor for disposition. Upon completion of the contractor's tour, contractor personnel shall redeploy and out-process through the CRC.

H.28.2 PASSPORTS, VISAS, AND CUSTOMS

The contractor shall be responsible for obtaining all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the FEDSIM COR for contractor personnel.

All contractor personnel shall be subject to the customs processing procedures, laws, agreements, and duties of the country to which they are deploying and the procedures, laws, and duties of the U.S. upon re-entry.

The contractor shall register all personnel with the appropriate U.S. Embassy or Consulate where possible.

H.28.3 MEDICAL AND DENTAL SCREENING FOR CENTCOM AOR

The contractor is responsible for completing an annual medical screening for all contractor personnel deployed to the CENTCOM AOR at the appropriate level. The contractor shall determine and establish the appropriate level, based on guidance in Modification #12 of the CENTCOM Individual Protection and Individual, Unit Deployment Policy and information included in the CENTCOM Special Requirement 5152.225-5902 – Fitness For Duty And Medical/Dental Care Limitations (June 2014). For additional guidelines, the contractor shall reference Personnel Policy Guidance (PPG)-TAB A to Modification #12, Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

The medical criteria for screening can vary by individual based on the job they are hired to perform. For example, the contractor may determine that an individual hired to repair electronic systems while working in an air conditioned office at Camp Arifjan, Kuwait may have a different medical screening standard than a field service technician hired to install CREW weapons systems on vehicles at a dirt parking lot at a remote FOB in Afghanistan.

Aside from establishing an appropriate level of screening based on the job that the individual is hired to perform, the only other specified criterion that must be met is that each contractor employee screened shall have all required immunizations (Modification #12, paragraph 15f contains the list of required immunizations).

Medical screening is an annual requirement and is paid for by the contractor or by the contractor employee, it cannot be charged to the Government. This is true for the initial pre-deployment medical screening and dental evaluation and for the required annual in-theater rescreening. Medical screening may be accomplished by any licensed medical provider; documentation of completion shall be in English and shall be maintained by the contractor.

For any Government site that issues required access badges (typically a CAC), the Base Operations Center personnel can request a copy of documentation for required medical screening as requisite for issuing the access badge. DoD medical personnel may also request this documentation, for review of compliance with this policy.

Under the provision of Modification #12, paragraph 15.C.1.E.1, compliance reviews will be accomplished by in-theater medical personnel.

H.28.4 CONTRACTOR COMPLIANCE

The contractor shall ensure that all contractor personnel comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DoD civilians and issued by the Theater Commander or his/her representative. This shall include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, and safety.

The contractor shall comply, and shall ensure, that all deployed personnel comply, with pertinent Service and DoD directives, policies, and procedures. The contractor shall ensure compliance with all Federal statutes, judicial interpretations, and international agreements (e.g., SOFAs, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. The FEDSIM CO will resolve disputes. Host Nation laws and existing SOFAs may take precedence over TO requirements.

- a. The contractor shall take actions to ensure the professional conduct of its personnel.
- b. The contractor shall promptly resolve, to the satisfaction of the FEDSIM CO, all contractor personnel performance and conduct problems identified by the FEDSIM CO or FEDSIM COR.
- c. The FEDSIM CO may require the contractor, at the contractor's expense, to remove or replace any individual failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

H.28.5 SPECIAL LEGAL CONSIDERATIONS

Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, US Code, to establish Federal Jurisdiction over certain criminal offenses committed outside the U.S.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes.

Applicability: This Act applies to anyone who engages in conduct outside the U.S. that would constitute an offense punishable by imprisonment for more than one year, the same as if the offense had been committed within the jurisdiction of the U.S. The person must be employed by or accompanying the Armed Forces outside the U.S.

H.28.6 ACCOUNTING FOR PERSONNEL

As required by the FEDSIM CO or FEDSIM COR and based on instructions of the Theater Commander, the contractor shall report its employees, including Third Country Nationals, entering and/or leaving the area of operations by name, citizenship, location, Social Security Number (SSN), or other official identity document number.

H.28.7 THEATER RISK ASSESSMENT AND MITIGATION

If a contractor individual departs an area of operations without contractor permission, the contractor shall ensure continued performance in accordance with the terms and conditions of the TO. If the contractor replaces an individual who departs without permission, the replacement is at contractor expense and must be in place within two business weeks or as instructed by the FEDSIM CO.

For badging and access purposes, the contractor shall provide the FEDSIM COR a list of all personnel (this includes subcontractors and/or local vendors being used in the area of operations) with all required identification and documentation information.

The contractor shall brief its employees regarding the potential danger, stress, physical hardships, and field living conditions.

The contractor shall require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships, and field living conditions that are possible if the employee deploys in support of military operations.

H.28.8 FORCE PROTECTION

While performing duties in accordance with the terms and conditions of the contract, the Service/Agency (e.g., Army, Navy, Air Force, Marine, DLA) will provide force protection to contractor employees commensurate with that given to Service/Agency civilians in the operations area. Contractor employees should be made aware of force protection provided by the Government and NOT take any actions that would put themselves in harm's way beyond what is reasonable and expected from the conditions offered by the services.

H.28.9 REST AND RECUPERATION (R&R) AND EMERGENCY LEAVE

Deployed personnel shall be eligible for one, two-week R&R trip to the contractor HOR per year of deployment. Airline fare and per diem for travel days are authorized in accordance with the FTR. Travelers may travel to an alternate location other than the HOR, but costs above those calculated for the trip to and from HOR must be covered by the traveler.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

In OCONUS areas, emergency leave travel is not chargeable to this TO, but may be taken in lieu of R&R travel. If a contractor employee is in a deployment location and an emergency occurs prior to the normal R&R period, the Government will normally accommodate the emergency leave once the emergency is verified by the Red Cross. If the contractor has questions on what constitutes emergency leave, the contractor shall refer to DoD Instruction 1327.06 dated June 2009. Travel in conjunction with emergency leave (unless traveling from deployment area and emergency leave approved in advance by the FEDSIM COR is in lieu of R&R travel) is at individual expense and not chargeable to the Government.

H.28.10 HEALTH AND LIFE INSURANCE

The contractor shall ensure that health and life insurance benefits provided to its deploying personnel are in effect in the theater of operations and allow traveling in military vehicles. Insurance is available under the DBA administered by the DoL.

H.28.11 NEXT OF KIN NOTIFICATION

Before deployment, the contractor shall ensure that each contractor employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated Government official. The contractor shall be responsible for establishing a line of communication to notify and inform its employees' families of the status of the employee while he/she is deployed. The Government is responsible for ensuring that the contractor is notified of its employees' status at the earliest possible time without compromising national security. The Government reserves the right to notify families of contractor employees' status only when it is in the best interest of the Government.

H.28.12 RETURN PROCEDURES

Upon notification of return, the CECOM TPOC may authorize and the FEDSIM COR may approve contractor employee travel from the theater of operations to the designated individual deployment site. The contractor shall ensure that all GFE provided to the contractor or the contractor's employees are returned to Government control upon completion of the deployment. The contractor shall provide the CECOM TPOC with documentation, annotated by the receiving Government official, of all equipment returns. The contractor shall be liable for any GFE not returned to the Government.

H.28.13 HARDSHIP AND DANGER PAY

Post (Hardship) Differential and Danger (Hazard) pay are allowances that provide additional compensation above basic compensation in a foreign area as determined by the DoS where civil insurrection, civil war, terrorism, or wartime conditions threaten physical harm or imminent danger to the health or well-being of the employee. The contractor shall be reimbursed for payments made to its employees for danger pay, not to exceed that paid U.S. Government civilian employees, in accordance with the provisions of the DSSR Chapter 500 – Post (Hardship) Differential, Chapter 650 - Danger Pay Allowance, and Section 920 - Post Classification and Payment Tables, as may be amended. Compensation to 'Basic Compensation' shall be only applicable to the first 40 hours of effort performed per week. Hardship and danger pay shall be billed as an ODC.

H.28.14 SAFE HOUSE SUPPORT

The contractor shall acknowledge it is prepared, if required by the Government, to house and sustain (including feeding) its personnel in deployment locations and to accept/establish a safe house facility off of the U.S. compound. The FEDSIM COR will provide the contractor with written notification if the contractor must billet its personnel outside of the U.S. compound. Security and other services for the safe-house facility (including transportation to and from assigned duty location, if the duty location is on a U.S. or Coalition Force compound) may be provided by using Third Country National and LN staff, subcontracted for by the contractor awarded this TO. Security service providers must be on the approved vendor listing of both U.S. Forces and the Host Nation Government. All costs associated with this support, if implemented, shall be billed to the TO as an ODC. Safe house support staff, including security staff, will not be sponsored (issued a CAC and /or an LOA) by the Government under this TO. Construction is prohibited.

H.28.15 DEPLOYMENT SPECIFIC CONTRACT CLAUSES

Current deployment specific clauses are provided in **Section J, Attachment R**.

H.28.16 DEMOBILIZATION SUPPORT

In accordance with DFARS 252.225-7997 – Contractor Demobilization (Deviation 2013-O0017), which is included in **Section J, Attachment R**, the contractor shall submit a Demobilization Plan (**Section F, Deliverable 33**).

H.29 STATUS OF FORCES AGREEMENTS (SOFA)

In consultation with the servicing legal advisor, the CECOM TPOC will inform the contractor of the existence of all relevant SOFAs and other similar documents, and provide copies upon request. The contractor shall be responsible for obtaining all necessary legal advice concerning the content, meaning, application, etc. of any applicable SOFAs, and similar agreements. The contractor shall adhere to all relevant provisions of the applicable SOFAs and other similar related agreements.

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the various SOFA implemented by U.S. Forces in a variety of theaters (e.g., South Korea, Italy, and Germany). The contractor shall coordinate with the Government to satisfy all requirements by the governing regulations for the specified theater. The contractor shall do the initial research into the requirements and inform the Government as to what the requirements are to travel into theater. It is agreed that the withdrawal of IC or TR status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. shall not constitute grounds for excusable delay by the contractor in the performance of the TO and will not justify or excuse the contractor defaulting in the performance of this TO. Furthermore, withdrawal of SOFA status for any reason shall not serve as a basis for the contractor filing any claims against the U.S.

H.29.1 GERMANY SOFA STATUS PROVISIONS

The contractor shall comply with Army in Europe Regulation 715-9 “Contractor Personnel in Germany – Technical Expert, Troop Care, and Analytical Support Personnel,” USAR Regulation

600-700, “Identification Cards and Individual Logistics Support,” and guidance provided on DOCPER and USEUCOM Civilian Personnel Directorate websites for SOFA and TESA status.

The DOCPER implements the Agreements of March 27, 1998, and the Agreements of June 29, 2001, signed by the U.S. Embassy and German Foreign Ministry, establishing bilateral implementation of Articles 72 and 73 of the Supplementary Agreement (SA) to the NATO SOFA. These two Articles govern the use in Germany of DoD contractor personnel as Technical Experts (TE). Contracts that propose to employ TE personnel in Germany and the applications of individuals seeking TE status under those contracts, are submitted through DOCPER. The DOCPER website: <https://wr.acpol.army.mil/dcops-user/> provides guidance for DoD contractors for SOFA and TESA status.

H.29.2 ITALY SOFA STATUS PROVISIONS

The contractor is responsible for preparing the paperwork as required by the Italian and U.S. Governments for TDY personnel and those personnel awaiting TR approval. The governing authority is the "Tri-Component Directive for Italy on Personal Property, Rationed Goods, Motor Vehicles and Drivers' Licenses, Civilian Component and Technical Representative Status," issued on February 20, 2004. As for the TESA process in Germany, the TR documentation for each contractor employee to be stationed in Italy must be approved prior to completion of the TO transition period and each contractor employee in Italy must have approved TR status before beginning employment on this TO in Italy.

Full details on all requirements and processes for gaining required documentation needed for contract operations in Italy, and information on the DOCPER Contractor Online Processing System (DCOPS), the use of which is required, may be accessed through the following website: http://www.eur.army.mil/g1/content/CPD/docper/docper_italyOps.html.

The U.S. Sending State Office (USSSO) for Italy is the DoD diplomatic-legal office responsible for supervising the administration of the NATO SOFA in Italy. USSSO is also the diplomatic representative for all foreign criminal jurisdiction issues involving DoD personnel; the NATO SOFA, and Foreign Claims Act claims arising out of DoD activities in Italy; the legal advisor to the Office of Defense Cooperation; the legal representative in Italy for USUECOM; the litigation liaison to the U.S. Department of Justice (DoJ) for all Italian civil and labor litigation involving DoD activities; and, the staff civil law advisor to the Ambassador and the diplomatic mission. Contractor personnel performing in Italy shall comply with all applicable NATO SOFA requirements and provisions. USSSO URL: <http://italy.usembassy.gov/ussso.html>.

H.29.3 KOREA SOFA STATUS PROVISIONS

IC and TR status shall be governed by the U.S. - Republic of (South) Korea (ROK) SOFA as implemented by United States Forces Korea (USFK) Regulation 700-19, which can be found under the “publications” tab on the USFK homepage: <http://www.usfk.mil>. Additional information is provided in **Section J, Attachment S**.

Contract personnel may be classified as members of the “civilian component” under Article I-(b) of the SOFA between Korea and the U.S. This classification may be available, upon application, to all of the contractor personnel who are U.S. citizens, who do not ordinarily reside in Korea, and whose presence in Korea is necessary for the execution of this TO. This classification may entitle the employee to enter Korea, pursuant to invitational orders, under Article IX of the

SECTION H – SPECIAL CONTRACT REQUIREMENTS

SOFA. Contractor personnel classified as members of the “civilian component” under this Section shall be subject to all U.S. Forces regulations and directives, which pertain to the “civilian component” in Korea.

H.30 SMALL BUSINESS UTILIZATION

In accordance with FAR 52.219-8, Utilization of Small Business Concerns, the Government is committed to ensuring that small businesses are provided maximum practicable opportunity to participate opportunity to participate as subcontractors in the performance of this TO.

The contractor shall report the percentage of subcontracted dollars allocated for small business subcontractor support. The contractor shall submit a report with this information (**Section F, Deliverable 34**).

H.31 NEWS OR PRESS RELEASES

The contractor shall not issue any news and/or press releases pertaining to this procurement without approval from the FEDSIM CO. The contractor shall submit all news and/or press releases to the FEDSIM CO and FEDSIM COR for Government review and approval.

SECTION I – CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This TO incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request the FEDSIM CO will make their full text available. Also, the full text of a provision may be accessed electronically at the FAR website:

<http://www.acquisition.gov/far/>

FAR Part 12 commercial clauses do not apply to this TO.

FAR CLAUSE	TITLE	DATE
52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds For Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-14	Display of Hotline Poster(s)	OCT 2015
52.203-16	Preventing Personal Conflict of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-16 (Provision)	Commercial and Government Entity Code Reporting	JUL 2015
52.204-17 (Provision)	Ownership or Control of Offeror	NOV 2014
52.204-18	Commercial and Government Entity Coode Maintenance	JUL 2015
52.240-20 (Provision)	Predecessor of Offeror	APR 2016
52.209-2 (Provision)	Prohibition on Contracting with Inverted Domestic Corporations - Representation	NOV 2015
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015

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FAR CLAUSE	TITLE	DATE
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.211-5	Materials Requirements	AUG 2000
52.215-2	Audit and Records —Negotiation	OCT 2010
52.215-8	Order of Precedence – Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data Modifications	OCT 2010
52.215-21	Alternate IV	OCT 2010
52.216-7	Allowable Cost and Payment	JUN 2013
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-9	Small Business Subcontracting Plan	OCT 2015
52.219-9	Alternate II	OCT 2001
52.219-14	Limitations on Subcontracting	NOV 2011
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Re-representation	JUL 2013
52.222-2	Payment for Overtime Premiums: (a) Time and one half for non-salaried employess	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation	MAY 2014
52.222-19	Child Labor – Cooperation With Authorities and Remedies	FEB 2016
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-29	Notification of Visa Denial	APR 2015
52.222-35	Equal Opportunity For Veterans	OCT 2015
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports Veterans	SEP 2010
52.222-37	Employment Reports on Veterans	FEB 2016

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FAR CLAUSE	TITLE	DATE
52.222-38	Compliance With Veterans' Employment Reporting Requirements	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-5	Pollution Prevention and Right-To-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	MAR 2008
52.225-26	Contractors Performing Private Security Functions Outside the United States	JUL 2013
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.228-3	Workers' Compensation Insurance (Defense Base Act)	JUL 2014
52.228-5	Insurance – Work on a Government Installation	JAN 1997
52.228-8	Liability and Insurance - Leased Motor Vehicles	MAY 1999
52.229-3	Federal, State, and Local Taxes	FEB 2013
52.230-2	Cost Accounting Standards	OCT 2015
52.230-3	Disclosure and Consistency of Cost Accounting Practices	OCT 2015
52.230-4	Disclosure and Consistency of Cost Accounting Practices- Foreign Concerns	OCT 2015
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-20	Limitation of Cost	APR 1984

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FAR CLAUSE	TITLE	DATE
52.232-22	Limitation of Funds	APR 1984
52.232-23	Assignment of Claims	MAY 2014
52.232-23	Assignment of Claims (Alternate I)	APR 1984
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Deviation)	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-1	Disputes (Alternate I)	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3	Protest After Award (Alternate I)	JUN 1985
52.233-4	Applicable Law For Breach of Contract Claim	OCT 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.242-15	Stop-Work Order (Alternate I)	APR 1984
52.243-1	Changes – Fixed-Price	AUG 1987
52.243-1	Alternate II	APR 1984
52.243-2	Changes – Cost Reimbursement	AUG 1987
52.243-2	Changes – Cost Reimbursement (Alternate II)	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-2	Subcontracts (Alternate I)	JUN 2007
52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts For Commercial Items	FEB 2016
52.245-1	Government Property	APR 2012
52.245-9	Use and Charges	APR 2012
52.246-3	Inspection of Supplies - Cost-Reimbursement	MAY 2001
52.246-4	Inspection of Services – Fixed Price	AUG 1996
52.246-5	Inspection of Services - Cost-Reimbursement	APR 1984
52.246-25	Limitation of Liability – Services	FEB 1997
52.247-63	Preference for U.S.-Flag Air Carriers	JUN 2003

SECTION I – CONTRACT CLAUSES

FAR CLAUSE	TITLE	DATE
52.249-2	Termination For Convenience of the Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost-Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply And Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.251-2	Interagency Fleet Management System (IFMS) Vehicles and Related Services	JAN 1991
52.253-1	Computer Generated Forms	JAN 1991

I.1.1 FAR CLAUSES PROVIDED IN FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the period of performance.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- a. The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of clause)

52.229-8 TAXES – FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

- a. Any tax or duty from which the United States Government is exempt by agreement with the Government of any nation within the AOR of AFRICOM, CENTCOM, EUCOM, NORTHCOM, PACOM, and SOUTHCOM - or from which the Contractor or any subcontractor under this contract is exempt under the laws of any nation within the AOR of AFRICOM, CENTCOM, EUCOM, NORTHCOM, PACOM, and SOUTHCOM - shall not constitute an allowable cost under this contract.
- b. If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed

SECTION I – CONTRACT CLAUSES

under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of Clause)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) *Definitions.* “Contracting Officer,” as used in this clause, does not include any representative of the Contracting Officer.

“Specifically Authorized Representative (SAR),” as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within ten calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor’s estimate of the time by which the Government must respond to the Contractor’s notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum

SECTION I – CONTRACT CLAUSES

extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within ten calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.*

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made --

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

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NOTE: The phrases “contract price” and “cost” wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of Clause)

I.2 DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENTS (DFARS) CLAUSES INCORPORATED BY REFERENCE

The full text of a provision may be accessed electronically at Defense Procurement and Acquisition Policy website:

www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html/

DFARS CLAUSE	TITLE	DATE
252.201-7000	Contracting Officer's Representative.	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	SEP 2011
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	SEP 2013
252.203-7003	Agency Office of the Inspector General.	DEC 2012
252.203-7004	Display of Hotline Posters	OCT 2015
252.203-7005 (Provision)	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.203-7996	Prohibition On Contracting With Entities That Require Certain Internal Confidentiality Agreements— Representation (Deviation 2016-O0003)	OCT 2015
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 (Provision)	Alternate A, System for Award Management	FEB 2014
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7008 (Provision)	Compliance with Safeguarding Covered Defense Information Controls	DEC 2015
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	DEC 2015
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2015
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991

SECTION I – CONTRACT CLAUSES

DFARS CLAUSE	TITLE	DATE
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.209-7998 (Provision)	Representation Regarding Conviction of a Felony Criminal Violation under any Federal or State Law	MAR 2012
252.209-7999 (Provision)	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law	JAN 2012
252.211-7003	Item Unique Identification and Valuation	MAR 2016
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.216-7004	Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel	SEP 2011
252.216-7005	Award Fee	FEB 2011
252.219-7000	Advancing Small Business Growth	MAY 2015
252.222-7002	Compliance with Local Labor Laws (Overseas)	JUN 1997
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug-Free Work Force	SEP 1988
252.223-7008	Prohibition Of Hexavalent Chromium	MAY 2011
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7028	Exclusionary Policies and Practices of Foreign Governments	APR 2003
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	OCT 2015
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7013	Rights in Technical Data - Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.	FEB 2014
252.227-7015	Technical Data-Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.227-7019	Validation of Asserted Restrictions - Computer Software.	SEP 2011
252.227-7020	Rights in Special Works	JUN 1995
252.227-7021	Rights in Data – Existing Works	MAR 1979
252.227-7027	Deferred Ordering of Technical Data or Computer Software	APR 1988

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DFARS CLAUSE	TITLE	DATE
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government.	JUN 1995
252.227-7030	Technical Data – Withholding of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies On Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training And Certification	JAN 2008
252.239-7010	Cloud Computing Services	AUG 2015
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001	Contractor Purchasing System Administration - Basic	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015
252.246-7001	Warranty of Data - Basic	MAR 2014
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	MAY 2014
252.251-7000	Ordering from Government Supply Sources	AUG 2012
252.251-7001	Use of Interagency Fleet Management System (IFMS) Vehicles and Related Services	DEC 1991

I.2.1 DFARS CLAUSES PROVIDED IN FULL TEXT

252.232-7007 LIMITATION OF GOVERNMENT’S OBLIGATION

(a) Contract line item(s) [Contracting Officer insert after negotiations] is/are incrementally funded. For this/these item(s), the sum of \$ [Contracting Officer insert after negotiations] of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government’s convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled “Termination for Convenience of the

SECTION I – CONTRACT CLAUSES

Government.” As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor’s best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor’s notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled “Termination for Convenience of the Government.”

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled “Disputes.”

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled “Default.” The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled “Termination for Convenience of the Government.”

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

SECTION I – CONTRACT CLAUSES

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

- On execution of contract
- \$ __As indicated in Section B of this Task Order document_____

I.2.2 ADDITIONAL DFARS CLAUSES PROVIDED IN FULL TEXT

Additional DFARS clauses are provided in full text in **Section J, Attachment R.**

SECTION J – LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

The following attachments are electronically attached to the TO.

Attachment	Title
A	COR Appointment Letter (.pdf)
B	CECOM TPOC Appointment Letter (.pdf) (to be attached at award)
B.1	CECOM COTR Appointment Letters (.pdf) (to be attached at award)
C	Acronym List (.pdf)
D	OASIS Labor Categories (.pdf)
E	Incremental Funding Chart for CPAF (.xls) (to be attached at award)
F	Draft Award Fee Determination Plan (.pdf)
G	Supported C4ISR Systems and Historical Workload Information (historical workload information to be removed at award) (.xls)
H	Historical Staffing Levels for Task 10 (.pdf) (to be removed at award)
I	Problem Notification Report (.docx)
J	Deliverable Acceptance-Rejection Report (.docx)
K	Government-Furnished Property/Contractor Acquired Property (.xls)
L	Department of Defense (DD) Form 254 (.pdf)
M	Organizational Conflict of Interest Statement (.docx)
N	Corporate Non-Disclosure Agreement (.docx)
O	Travel Authorization Request Template (.xls)
P	Request to Initiate Purchase Template (.xls)
Q	SPOT Guidance (.pdf)
R	Deployment Specific Clauses (.pdf)
S	Korea SOFA Guide (.docx)
T	Offeror Q&A Template (.xls) (to be removed at award)
U	Cost/Price Excel Workbook (.xls) (to be removed at award)
V	Project Staffing Plan Template (.xls) (to be removed at award)
W	Key Personnel Qualification Matrix (.docx) (to be removed at award)
X	Corporate Experience (.docx) (to be removed at award)

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
OFFERORS OR RESPONDENTS

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L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the FEDSIM CO will make the full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. The solicitation provisions and/or contract clauses are available in either HTML or PDF format at:

<https://www.acquisition.gov/far>

Clause No	Clause Title	Date
52.215-1	Instructions to Offerors-Competitive Acquisition	(JAN 2004)
52.222-46	Evaluation of Compensation for Professional Employees	(FEB 1993)
52.232-38	Submission of Electronic Funds Transfer Information with Offer	(JUL 2013)

SOLICITATION PROVISIONS PROVIDED IN FULL TEXT:

52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Alternate IV (Oct 2010)

- (a) Submission of certified cost or pricing data is not required.
- (b) Provide information described below:

All data required to be submitted as part of the offeror's proposal is described in **Sections L.6.1, L.6.2, L.6.3, and L.6.4** of this solicitation. **The offeror shall use the formats for submission of data prescribed in these Sections.** By submitting a proposal, the offeror grants the CO or an authorized representative the right to examine records that formed the basis for the pricing proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual data (regardless of form or whether the data are specifically referenced or included in the proposal as the basis for pricing) that will permit an adequate evaluation of the proposed price.

L.2 GENERAL INSTRUCTIONS

- a. The offeror shall furnish the information required by this solicitation. A Standard Form (SF) 33, "Solicitation, Offer, and Award," completed and signed by the offeror, Block 17, constitutes the offeror's acceptance of the terms and conditions of the proposed TO. Therefore, the SF 33 must be executed by a representative of the offeror authorized to commit the offeror to contractual obligations.
- b. The offeror is expected to examine this entire solicitation document including the OASIS Pool 3 Contract. Failure to do so will be at the offeror's own risk.
- c. The Government may make award based on initial offers received, without discussion of such offers. Proposals shall set forth full, accurate, and complete information as required

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

by this solicitation package (including Attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

- d. An offeror submitting restrictive data will mark it as follows in accordance with the FAR 52.215-1, Instructions to Offerors – Competitive Acquisition, which is incorporated by reference. Clause 52.215-1 states: "Offerors who include in their proposals data they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall –

(1) Mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed--in whole or in part--for any purpose other than to evaluate this proposal or quotation. If, however, a Task Order is awarded to this offeror as a result of--or in connection with--the submission of this data, and the Government incorporates the proposal as part of the award, the Government shall have the right to duplicate, use, or disclose the data. Also, this restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to the restriction is contained in sheets (insert numbers or other identification of sheets)"; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

- e. The Government assumes no liability for disclosure or use of unmarked data and may use or disclose the data for any purpose. Unless restricted, information submitted in response to this request may become subject to disclosure to the public pursuant to the provisions of the Freedom of Information Act (5 U.S.C. 551).
- f. The authorized negotiator or the signatory of the SF 33 will be notified of the date and time of the Oral Technical Proposal Presentation. The offeror shall provide the name of the individual, the position title, telephone number, fax number, and electronic mail address of that individual.
- g. This procurement is conducted under the procedures of FAR Subpart 16.5. The policies and procedures of FAR Subpart 15.3 do not apply.

L.3 SUBMISSION OF QUESTIONS

Offerors are requested to submit questions grouped by TOR Section and make reference to the particular Section/Subsection number. Questions shall be received before the date specified for receipt of questions using the format in **Section J, Attachment T. Questions or requests for extension submitted after the cut-off date will not be considered.**

Any information given to a prospective offeror concerning this solicitation will be furnished promptly to other prospective offerors as an amendment to the solicitation.

L.4 AVAILABILITY OF EQUIPMENT AND SOFTWARE

All commercial hardware and software proposed in response to this solicitation document shall have been formally announced for general release on or before the closing date of the

solicitation. Failure to have equipment or software announced prior to submission of proposal may render the offeror's proposal unacceptable.

L.5 GENERAL INFORMATION

The total estimated CPAF of the TO (CLIN X001) is between **\$279,013,906** and **\$308,383,790**. The estimate does not include the CPAF CLINs with Government-provided plug numbers, Materials, Equipment, and ODCs, and Long-Distance Travel (CLINs X002, X003, X004, and X005). Any proposal that is not within this range shall include an explanation that specifically draws the Government's attention to any unique technical aspects of the proposal the offeror would like the Government to consider as the justification for the deviation from the range.

Proposals shall be valid for a period of 120 calendar days from the date of delivery of the Part II and Part III proposal submission.

For proposal evaluation purposes only, the offeror shall provide proposal information assuming a PS of September 15, 2016.

L.5.1 CONTRACTOR SUPPORT DURING TECHNICAL EVALUATION

The Government expects to have contractor support during the evaluation from E3 Federal Solutions, LLC. The prime offeror is encouraged to sign an NDA with E3 Federal Solutions, LLC for its submission that addresses the written and oral technical proposals (see GSAM 503.104-4). An offeror who chooses to enter into an NDA with E3 Federal Solutions, LLC shall submit its corporate NDA to the POC listed below for review and execution specifically referencing this solicitation. If an NDA is signed, the NDA shall be submitted with the proposal Part I submission. E3 Federal Solutions, LLC is prohibited from proposing on any work related to this TO.

E3 Federal Solutions, LLC POC:

Will Fortier

Telephone: (202) 321-7011

Email: wfortier@e3federal.com

L.6 SUBMISSION OF OFFERS

Each offer shall be provided to the Government in four Parts and shall contain the following:

- a. Part I – Preliminary Written Cost/Price Proposal Information
- b. Part II – Remainder of Written Cost/Price Proposal
- c. Part III – Written Technical Proposal
- d. Part IV – Oral Technical Proposal Presentation

The Oral Technical Proposal Presentation slides, Part IV, shall be separately bound from Parts II and III.

The offeror shall submit each deliverable on the due dates indicated on the Cover Letter.

Unless otherwise specified, one page is one side of an 8.5" x 11" piece of paper.

All electronic files shall be in Microsoft Word or Excel formats. If the Government has provided a template as an Attachment, then the offeror shall utilize the Attachment format for its proposal

submission (i.e., the Project Staffing Plan template is Microsoft Excel thus the offeror shall provide its Project Staffing Plan in Microsoft Excel format).

Printed pages shall maintain 1” margins, 12 point Times New Roman font, and be single spaced. Headers and footers may be of a larger font, but shall not be smaller than 10 point font.

Charts/Graphics embedded in proposal will count toward page limitations. Charts/Graphics text shall maintain a font minimum of 10 point, including in the Part IV slides, and 11” x 17” paper may be used for the Staffing Plan Tables or when providing other tables and charts. A single side of an 11” x 17” paper will be counted as two pages where page limitations apply. Items such as a Title Page, Table of Contents, Cover Letter, List of Figures, and Acronym Lists are excluded from the page counts below, unless they are inclusive of a document (e.g., a Table of Contents within the Draft Transition-In Plan); in which case it would count toward the stated page limitations. PDF files will be allowed for executed documents such as Letters of Commitment.

Any pages submitted beyond the page limitations will be removed and not evaluated.

L.6.1 PROPOSAL PART I

Part I contains preliminary written Cost/Price Proposal information. This volume shall contain the following:

- a. Organizational Conflict of Interest Statement (Tab A)
- b. Contract Registration (Tab B)
- c. Current Forward Pricing Rate Agreements or Recommendations (Tab C)
- d. Management Systems (Adequate Cost Accounting and Approved Purchasing Systems) (Tab D)
- e. Cost Accounting Standards (CAS) Disclosure Statement (D/S) (Tab E)

L.6.2 PROPOSAL PART II

Part II is the remainder of the written Cost/Price Proposal and shall contain the following:

- a. Solicitation, Offer and Award (SF33) (Tab F)
- b. Section B – Supplies or Services and Prices/Costs (Tab G) **Do not include cost/price for six-month extension period authorized by FAR clause 52.217-8.**
- c. Cost/Price Supporting Documentation (Tab H)
- d. Subcontractor Supporting Documentation (Tab I)
- e. Cost/Pricing Assumptions (Tab J)
- f. Pass/Fail elements (Tab K)
 - a. OASIS MA-IDIQ Pool 3 Awardee
 - b. Copy of the proposed PM’s PMI Program Management Professional or PgMP certificate
 - c. Key Personnel named at Proposal Part II submission
 - d. Key Personnel signed Letters of Commitment
 - e. Section 508 Compliance Statement
 - f. Supplier Agreement Statement

L.6.3 PROPOSAL PART III

Part III is the written Technical Proposal and shall contain the following (page limitations are indicated in the parentheses following each item):

- a. Project Staffing Plan Table (no page limit)
- b. Written Project Staffing Rationale (limited to 10 pages)
- c. Key Personnel Qualification Matrix (limited to five pages for each Key Person (including any additional Key Personnel proposed by the offeror)
- d. Corporate Experience (limited to seven pages per Corporate Experience)
- e. Draft Transition-In Plan (limited to 25 pages)
- f. Copy of Oral Technical Proposal Presentation Slides (no page limit, shall be separately bound from other elements of Part III)
- g. Technical Assumptions (if any)

L.6.4 PROPOSAL PART IV

Part IV is the Oral Technical Proposal Presentation and shall address the following:

- a. Technical and Management Approach
- b. Key Personnel and Project Staffing Approach

The Oral Technical Proposal Presentation slides, which shall be separately bound, are due with Part II and Part III of the written proposal. If the slides are not submitted by the proposal due date specified in the Cover Letter, they will not be evaluated.

L.7 SUBMISSION OF THE WRITTEN COST/PRICE PROPOSAL (PARTS I and II)

Audits may be performed by DCAA on the offeror and all subcontracts. Cost/Price Proposals shall meet the DCAA audit submittal requirements. The offeror shall fully support all proposed costs. An offeror's proposal is presumed to represent the offeror's best efforts in response to the solicitation. Any inconsistency, whether real or apparent, between promised performance, and cost or price, shall be explained in the proposal.

The offeror shall provide adequate information, which will allow the Government to perform a Cost Realism analysis. Pursuant to FAR 2.101, Cost Realism is defined as:

“...the process of independently reviewing and evaluating specific elements of each offeror's proposed cost estimate to determine whether the estimated proposed cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance and materials described in the offeror's technical proposal.”

As indicated in **Section L.1** under FAR Clause 52.215-20, a description of the data required to be submitted with the offeror's proposal in order to facilitate the Cost Realism Analysis is provided below in items a through e. The appropriate section of the offeror's proposal where this data should be placed is indicated in solicitation **Section L.7.1**.

Written Cost/Price Proposals shall be submitted as an **original, one paper copy, and as an electronic copy on a thumb drive or data stick**, free of viruses and malware. The Cost/Price Excel Workbook (Attachment U) shall only be included in the electronic copy, a printed version

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shall not be provided. The offeror shall submit all proposed costs using Microsoft Excel software utilizing the formats without cells locked and include all formulas. The offeror shall include adequate information, which will allow the Government to perform the required Cost Realism review.

- a. Cost Narrative: The offeror shall provide a detailed cost narrative, which shall explain the processes and methodologies used to develop its cost/price proposal including the offeror's rationale for the proposed award fee percentage. This includes, but is not limited to, the estimating methodology used by the offeror to estimate direct labor and subcontractor labor, explanation of the application of indirect rates, planning assumptions used in the development of the cost estimate, etc. The offeror shall also include a crosswalk of its labor categories, basis of cost element, weightings, and explanations to those in the solicitation (e.g., used category average rates of xxx and yyy categories dated xx May 2016, with 40 percent and 60 percent weightings respectively). The offeror shall specifically indicate in its narrative any applicable Uncompensated Overtime Policy and how such policy affects the hourly direct labor rates and Full-Time Equivalent (FTE) hours being proposed during any TO year.

The Government requires that the offeror also submit a Position Classification Plan that must identify the classes of labor employed by the offeror and the guidelines for determining the title and pay level of each position. Additionally, in accordance with FAR 52.222-46, the offeror shall also submit a Total Compensation Plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract.

- b. Direct Labor Rate Information: Utilizing the Cost/Price Excel Workbook (**Section J, Attachment U**) the offeror shall provide the base direct labor rate (unburdened) for all proposed labor categories (Key and non-Key) and all projected rates (factoring in escalation) for all out years. The Key Personnel labor rates shall be supported by evidence of actual rates currently being paid and/or the basis for specific rates being proposed. The offeror shall identify all direct labor escalation factors and basis for any escalation index being utilized for all out year periods.
- c. Indirect Rate Information: Utilizing the Cost/Price Excel Workbook (**Section J, Attachment U**) the offeror shall break out all proposed indirect rates (Overhead, Fringe, General and Administrative, etc.) by CLIN, by each applicable TO period, and by each Task or AFSB region in accordance with the Workbook. The offeror shall clearly identify the cost base from which each proposed indirect rate is being applied. If the offeror has any applicable approved Forward Pricing Rate Agreements (FPRA) and/or DCAA Forward Pricing Rate Recommendations, adequate proof of this information shall be provided. Additionally, the offeror's cognizant DCAA and Defense Contract Management Agency (DCMA) auditors', or other cognizant Government audit agency's names and contact information shall be included in the cost/price proposal. Historical indirect rates (unburdened) shall be provided (Overhead, Fringe, General and Administrative, etc.) for the last five years inclusive of appropriate explanations for any major increases and decreases in the rates between years.
- d. Fee Review: The offeror shall break out all proposed fees and clearly delineate the cost base in which the fee percentages are applied.

All prime offerors are responsible for ensuring that the same type of cost detail is provided for all cost-type subcontracts and submitted in Tab I of Section L.7.1.i below.

Pursuant to Section L.6, the offeror shall not include any cost data in Parts III and IV of the proposals.

L.7.1 COST/PRICE PROPOSAL TABS

The proposal shall contain the following tabs:

- a. Organizational Conflict of Interest (OCI) Statement (Tab A). The offeror and each subcontractor, consultant, and teaming partner shall complete and sign an OCI Statement. All information pertaining to OCI is outlined in **Section H.9.1**.

If the offeror signs a non-disclosure agreement with E3 Federal Solutions, LLC, the offeror may include the agreement in Tab A.

- b. Contract Registration (Tab B). The offeror shall submit a statement that the contract vehicle under which this proposal is being submitted has been registered in ASSIST and that all information in ASSIST is up-to-date.
- c. Current Forward Pricing Rate Agreements or Recommendations (Tab C). The offeror shall submit all Forward Pricing Rate Agreements including that of the prime contractor, any cost-type subcontractors, and/or proposed Joint Venture. Cost-type subcontractors may submit proprietary data directly to the FEDSIM CO or through the prime contractor in a separate, sealed envelope, due at the same time and date deadline as the prime offeror submission.
- d. Management Systems (Adequate Cost Accounting and Approved Purchasing System) (Tab D). The offeror shall describe all applicable management systems (e.g., accounting, estimating, purchasing). The offeror shall specifically include the date of the last DCAA/DCMA (or other designated responsible Government agency, if applicable) cost accounting system and purchasing system audits, a copy of the results of the audits, audit report number, and date determined adequate for the cost accounting system and approved for the purchasing system. This shall include verification in a form acceptable to the Government of the currently determined adequate systems (e.g., copy of most recent Government purchasing system approval and Government Cost Accounting System adequacy letter). Additionally, the offeror shall include the name, office, and phone number of its cognizant DCAA/Government audit agency and DCMA/Government Administrative Contracting Officers (ACO) who are responsible for any cost accounting and purchasing system reviews of the contractor.
- e. Cost Accounting Standards (CAS) Disclosure Statement (D/S) (Tab E). The offeror shall include a copy of the CAS D/S. Also, the offer shall state the adequacy of D/S, when audited, audit report number, when determined adequate by ACO, and include any non-compliances with CAS.
- f. Solicitation, Offer and Award (SF 33) (Tab F). When completed and signed by the offeror, SF 33 constitutes the offeror's acceptance of the terms and conditions of the proposed TO. Therefore, the form must be executed by representatives of the offeror authorized to commit the offeror to contractual obligations. The offeror shall sign the SF 33 in Block #17.

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- g. Section B – Supplies or Services and Prices/Costs (Tab G). The offeror shall indicate the price to be charged for each item in **Section B rounded to the nearest whole dollar**. The offeror shall insert not-to-exceed indirect/material handling ceiling rates in accordance with **Section B**.
- h. Cost/Price Supporting Documentation (Tab H). The information requested in the proposal is required to enable the Government to perform cost or price analysis. This includes the Total Compensation Plan as required by FAR 52.222-46. As a supplement to the summary schedule provided in Tab G, the offeror is required to provide full back-up documentation for the Labor CLINs for each period of performance and each Task using the provided Cost/Price Excel Workbook (**Section J, Attachment U**). The offeror shall complete all worksheets in the Excel workbook in accordance with the instructions provided in the Excel workbook. **The offeror shall not lock any cells and the offeror shall ensure all calculation formulas are included in order to effectively show the cost build up in the Excel workbook.** The back-up documentation shall include a summary total for each element of cost (e.g., direct labor, overhead, General and Administrative (G&A), Facilities Capital Cost of Money (FCCM), fee, etc.). This information is required for the development of fee negotiation objectives. The offeror shall submit the Cost Narrative, the Total Compensation Plan, and the Position Classification Plan under Tab H. If the offeror has proposed non-exempt labor categories and/or positions as a part of its solution, the offeror shall also provide a rationale in Tab H regarding why those labor categories/positions were determined to be non-exempt and shall also provide copies of the applicable wage determinations used.
- i. Subcontractor Supporting Documentation (Tab I). The offeror shall also provide supporting cost/price documentation for all proposed subcontractors, to include the total value of the proposed subcontract, the proposed type of subcontract, the rationale and/or justification for selection of this subcontract type, and how fee will be determined and paid. Additionally, the offeror shall provide a narrative detailing the processes it used to evaluate the cost and/or price of each of the subcontracts it is proposing, including the cost and/or price analysis conducted as appropriate for each subcontract. If the proposed contract with the subcontractor is a Time and Materials (T&M) contract, the offeror shall provide information that validates the commerciality of the proposed T&M rates. If the proposed contract with the subcontractor is a cost-type contract, the offeror shall provide DCAA contact information and any other relevant cost/pricing data in addition to the supporting cost back-up documentation. **It is the offeror's responsibility to ensure the required information is submitted for all subcontractors. Subcontractors may submit any proprietary data directly to the CO or through the prime contractor in a separate, sealed envelope. Failure to provide complete supporting documentation for all proposed subcontractors may result in no further consideration of the offeror's proposal.**
- The prime contractor shall specifically state whether the estimated costs of any proposed subcontractor will be in excess of \$10M over the life of the TO for Government accomplished Equal Employment Opportunity (EEO) verification purposes.**
- j. Cost/Pricing Assumptions (Tab J). The offeror shall submit, under a separate tab, all (if any) assumptions upon which the Cost/Price Proposal is based.

k. Pass/Fail Elements (Tab K).

- a. OASIS MA-IDIQ Pool 3 Awardee: The Government will reject any proposal if the offeror is not an awardee under the GSA OASIS Unrestricted - Pool 3 Contract.
- b. Project Management Professional or Equivalent Certification: The proposed PM shall provide a copy of their PMI Project Management Professional or PgMP certification which demonstrates that they are currently certified at the time of proposal Part II submission (**Section H.3.1**).
- c. Named Key Personnel: Each proposed Key Person shall be named at the time of proposal Part II submission. The offeror shall provide a list of Key Personnel, including position title and name. This list shall be consistent with the information provided in the **Section J, Attachment V**, Project Staffing Plan Template and **Section J, Attachment W**, Key Personnel Qualification Matrix in the Written Technical Proposal. A proposal that states, “To Be Determined” (TBD) for a proposed Key Person, or omits a Key Person, will be rejected by the Government.
- d. Letters of Commitment: The offeror shall provide a Letter of Commitment, signed by each proposed Key Person, at the proposal Part II submission due date. To meet this Pass/Fail criterion, the letter shall be signed by the proposed Key Person and shall state that (1) the proposed Key Person named is employed by the offeror or subcontractor, or has an offer of employment from the offeror or subcontractor that the Key Person intends to accept in the event of an award being made to the offeror; and (2) the proposed Key Person is available and committed to begin work on the Project Start Date designated in **Section L.5**.
- e. Section 508 Compliance: The offeror’s written proposal shall include a statement, provided at the time of proposal Part II submission, indicating its capability to comply with Section 508 requirements throughout its performance of this TO in compliance with **Section H.10**. The offeror’s proposal will be evaluated to determine whether it includes a statement indicating its capability to comply with Section 508 requirements throughout its performance of this TO. Any proposal that does not include a statement indicating the offeror’s capability to comply with Section 508 requirements throughout its performance of this TO shall be eliminated from further consideration for award.
- f. Supplier Agreements: The offeror’s written proposal shall include a statement, provided at the time of proposal Part II submission, providing consent of the licensor of software tools to amend the Supplier Agreements in accordance with **Section H.18.2** for any software proposed over the life of this TO.

L.8 SUBMISSION OF THE WRITTEN TECHNICAL PROPOSAL (PART III)

Each offeror shall submit all information described in the following paragraphs. The offeror shall provide an original, five copies, **and an electronic copy on a thumb drive or data stick**, free of viruses and malware, containing all required sections of this Part. The Project Staffing Plan shall only be included in the electronic copy, a printed version shall not be provided.

L.8.1 PROJECT STAFFING PLAN TABLE

The offeror shall provide a Project Staffing Plan Table in accordance with the Project Staffing Plan Table Template contained in **Section J, Attachment V. Tasks 11 and 12 are not included in the Project Staffing Plan Template because NTE plug numbers were provided in Section B for those Tasks.** The offeror shall not include those Tasks in the LOE estimate provided in the Project Staffing Plan Table.

The submission shall contain all individuals that will be working on this effort. All Key Personnel proposed shall be identified in the Project Staffing Plan Table and available to begin work immediately on the Project Start Date indicated in **Section F.3** of this solicitation.

If the names of all non-Key Personnel are not known prior to offer submission, the offeror may indicate “to be determined” (TBD) in the Project Staffing Plan Table. The names of non-Key Personnel are the only identifiers that may remain unspecified in the Project Staffing Plan Table. The offeror shall supply all requested information for all proposed personnel regardless of whether a name or a TBD is provided. The names of all non-Key Personnel that can be provided shall be provided. Staffing in the Project Staffing Plan Table provides a basis for the Government to determine the efficacy of the Staffing Plan in relation to the offeror’s Technical Approach. If TBD is indicated for any non-Key Personnel, the offeror shall provide the offeror’s proposed qualifications/experience/certifications that would be needed to perform the proposed Technical Approach in that functional role.

Labor categories proposed for specialized professional services and ancillary support not defined in **Section J, Attachment D** shall map to an OMB SOC administered by the BLS. The offeror shall include:

- a. The proposed labor category title.
- b. Expertise and qualifications required by the specialized labor category.
- c. Duties to be performed by the specialized labor.
- d. Segment of the statement of work that the specialized labor will perform with references to specific PWS sections.
- e. An explanation of why the specialized labor is required with a discussion of which OASIS labor category in **Section J, Attachment D** were considered and why they were not appropriate or did not fit TO requirements.
- f. A discussion of the OMB SOC occupations that were examined to determine if the specialized labor could be mapped to an OMB SOC occupation.
- g. The OMB SOC occupation that maps, if applicable.

The offeror shall include all proposed personnel in each sheet of the staffing plan, regardless of whether there are hours proposed in that period to maintain consistency between each period of performance.

The offeror shall ensure there is consistency in the LOE between the Staffing Plan provided in Part III and the Cost Proposal provided in Part II, being cognizant of rounding issues.

L.8.2 PROJECT STAFFING RATIONALE

The offeror shall provide a Project Staffing Rationale for the proposed project staffing solution presented in the Project Staffing Plan Table. The offeror shall describe its rationale for the

proposed labor mix and level of effort to support each TOR task and AFSB. The offeror shall also describe what factors drove its proposed labor mix and how its proposed staffing solution will accomplish the Government's objectives and requirements. Additionally, the offeror shall describe its rationale for choosing the proposed Key Personnel including how each Key Person would be involved in each task/subtask.

The written Project Staffing Rationale is limited to 10 pages.

L.8.3 KEY PERSONNEL QUALIFICATION MATRIX

The offeror shall submit a Key Personnel Qualification Matrix for each Key Person proposed, including the two mandatory personnel and any additional proposed personnel (up to six), relating the specialized experience identified in **Section H.3** of this solicitation and the qualifications of the person or persons being proposed for that position in accordance with the format provided in **Section J, Attachment W**. For those additional Key Personnel proposed, the offeror shall identify the specialized experience and the corresponding qualifications for this experience. Each Key Personnel Qualification Matrix shall be limited to five pages not including the signed Letter of Commitment.

The offeror shall represent the following:

- a. All Key Personnel meet the labor category requirements of the OASIS – Pool 3 Contract.
- b. All Key Personnel meet the requirements of the TOR, including security clearance requirements. The offeror shall provide a confirmation statement that all proposed personnel possess the security clearance level required in **Section H.7.2** and **Section J, Attachment L** (DD 254) of the TOR.

L.8.4 CORPORATE EXPERIENCE

The offeror shall provide Corporate Experience for three projects performed within the last three years by the business unit that will perform this effort. Corporate Experience is required for the prime; it can be augmented by team members. Two of the three Corporate Experiences shall be the offeror's direct experience as the prime contractor. These three projects shall **collectively** be similar in size, scope, and complexity to the requirements identified in Section C. The Corporate Experience information shall be submitted in the format provided in **Section J, Attachment X** and each Corporate Experience is limited to seven pages.

The offeror shall provide current POC information for each Corporate Experience provided and shall ensure that all of the POCs are aware that they may be contacted. The Government, at its discretion, may contact the POCs identified during the evaluation process.

All three projects shall be contracts or orders for the performance of actual technical requirements. Master contract vehicles (e.g., Blanket Purchase Agreements, Indefinite Delivery/Indefinite Quantity contracts) do not satisfy the Corporate Experience requirement unless submitted together with a TO similar in size, scope, and complexity to this requirement and awarded and performed under the vehicle.

L.8.5 DRAFT TRANSITION-IN PLAN

The offeror shall provide a Draft Transition-In Plan that aligns with the requirements in **Section C.5.2.1**. The offeror shall include in the draft Transition-In plan an approach that provides for a

seamless transition from the incumbent to the new contractor (hereafter referred to as the offeror). The draft Transition-In Plan is limited to 25 pages. The offeror's approach shall incorporate the following:

- a. The offeror's transition approach, process, and timelines.
- b. The offeror's identified roles and responsibilities.
- c. The offeror's identified technical, management, and staffing risks and approach to risk management and mitigation and ensuring disruptions are minimized.
- d. The offeror's knowledge transfer and training methodology.
- e. Identification and discussion of the offeror's expected roles and responsibilities of the Government and incumbent contractor and information expected from the Government and incumbent.
- f. Suggested Award Fee criteria and Service Level Agreements (SLAs) for Award Fee Period 2.

L.8.6 ORAL TECHNICAL PROPOSAL PRESENTATION SLIDES

The offeror shall provide an original, five copies, and an electronic copy on a thumb drive or data stick of the Oral Technical Proposal Presentation slides. The slides shall be separately bound from the other elements of Part III.

The Oral Technical Proposal Presentation slides do not have a page limit.

L.8.7 TECHNICAL ASSUMPTIONS

The offeror shall identify and address any assumptions affecting the technical proposal citing the component(s) of the proposal to which they pertain. All technical assumptions and Basis of Estimate assumptions shall be included in the technical volume. This shall include any non-Cost/Price information that serves as the basis of a Cost/Price assumption identified in the offeror's Cost/Price Proposal.

The Government reserves the right to reject any proposal that includes any assumption that adversely impacts the Government's requirements.

L.9 DELIVERY INSTRUCTIONS

The offeror shall deliver written proposals and receive acceptance from:

Yvette White or Odis Kenton
GSC-QF0B-16-33016
FEDSIM Project Number 16003ARM
GSA FAS AAS FEDSIM
1800 F Street, NW
Washington, D.C. 20405

Proposals not received by 11:00 a.m. Eastern Time (ET) on the date(s) stated in the Cover Letter will not be considered.

Note: Please bring all proposals to the E Street entrance of the GSA building at 1800 F Street, NW, Washington, D.C. 20405. Upon arrival, call Yvette White, Contract Specialist, at (571)

201-6759. The Contract Specialist will meet the offeror at the GSA loading dock on E Street. It is suggested that the offeror park on E Street in front of GSA or pull over right outside of the loading dock ramp to unload the boxes. Delivery acceptance/proposal receipt will be given once the offeror has transferred his/her box of proposal materials to the Contract Specialist at the loading dock on E Street. Please note that all proposal boxes are subject to security scanning after receipt.

L.10 ORAL TECHNICAL PROPOSAL PRESENTATION (PART IV)

Each offeror who passes all the Pass/Fail requirements shall make an Oral Technical Proposal Presentation to the FEDSIM CO, CS, Technical Evaluation Board (TEB) Members, and other representatives of the Government. The Oral Technical Proposal Presentation will be held at the unclassified level.

The oral technical proposal presentation will be used to assess the offeror's capability to satisfy the requirements set forth in the TOR. The offeror's Oral Technical Proposal Presentation shall contain the information in **Section L.10.6**.

The contents of all proposals will be delivered to FEDSIM at the same time. The Oral Technical Proposal Presentation slides shall be separately bound from the other elements of Part III. Oral Technical Proposal Presentation slides presented that differ from slides delivered with the technical proposal will not be evaluated.

While there will be a Q&A session scheduled (see **Section L.10.2**), it is the Government's expectation that the offeror will present its initially submitted proposal in a manner that is clear and complete.

L.10.1 ORAL TECHNICAL PROPOSAL PRESENTATION PARTICIPATION AND CONSTRAINTS

The offeror shall identify all authors of the presentation by name and association with the offeror. Attendance at the oral presentation and the subsequent oral Q&A session shall be limited to the offeror's Key Personnel (all Key Personnel are highly encouraged to attend) and no more than three additional corporate representatives of the offeror. An offeror's "Key Personnel" includes only those persons who will be assigned to the TO as Key Personnel as described in **Section H.3**. The three additional corporate representatives (e.g., CEOs, company presidents, or contract representatives) from the offeror may attend, but will not be allowed to participate in the presentation. Any of the three additional personnel may make a brief introduction which will not be evaluated, but will count towards the offeror's allotted time. For the remainder of the presentation, only Key Personnel shall present.

The offeror will be given 15 minutes for set up. After opening remarks by the Government, the offeror will be given up to 90 minutes to present. The presentation will be stopped precisely after 90 minutes.

L.10.2 ORAL Q&A SESSION FORMAT

Upon completion of the presentation and prior to the start of the Q&A session, the Government will caucus to formulate any clarification questions regarding the entirety of the technical proposal.

The offeror shall bring bound printed copies of its Part III and Part IV technical proposal volumes to refer to throughout its designated Q&A session. The offeror will not be presenting any information to the Government other than answering the clarification questions posed.

During the initial Q&A session, the offeror shall address any clarification questions posed by TEB Chairperson. The Government reserves the right to direct question(s) to specific Key Personnel. The offeror may briefly caucus to coordinate responses to specific requests for clarifications. These brief caucuses may not last longer than five minutes before presenting the coordinated response. The offeror's corporate representatives may participate in these brief caucuses; however, as stated above, only the offeror's Key Personnel shall provide responses to the Government. The entire session will be documented by the Government.

Upon completion of the initial Q&A session, the Government may caucus to formulate any additional clarification questions regarding the technical proposal; **however, proposal revisions are not expected and will NOT be allowed at any point.**

Although no stated time limit for the duration of the Q&A session will be imposed, for planning purposes, it is anticipated that the sessions should not last more than one to two hours. The total presentation, caucus and clarification session are expected to last approximately three to four hours. The CO and the TEB Chairperson will be responsible for ensuring the schedule is met and that all offerors are given the same opportunity to present and answer questions.

There is no limit to the number of slides that can be presented during the Oral Technical Proposal Presentation, but only those slides actually discussed and presented during the oral presentation will be considered for evaluation (Oral Technical Proposal Presentation slides shall be submitted in advance with the written submission). Reading the slide title or other similar commentary is not considered presenting the slide. Any slides over and above those presented during the oral presentation will be returned to the offeror and will not be evaluated as part of this source selection.

L.10.3 ORAL TECHNICAL PROPOSAL PRESENTATION MEDIA

Presentation media is limited to computer-based graphics of the offeror's choice or normal viewgraph slides displayed using an appropriate projector. No other media may be used. Unobtrusive company logos or names can be inserted in any or all slides. Slides should be sequentially numbered in the lower right corner. Transition effects shall not be used. The slides shall utilize Times New Roman font of at least 12 point for text and 10 point for tables/charts/graphics.

Except for the projection screen provided in the conference room, the Government will provide no equipment. The offeror shall be responsible for any equipment necessary for the presentation.

L.10.4 ORAL TECHNICAL PROPOSAL PRESENTATION SCHEDULING

The FEDSIM CO will provide the Oral Technical Proposal Presentation schedule to the authorized negotiator or the signatory of the SF 33. Time slots will be assigned randomly and may not be changed or traded. The Government reserves the right to reschedule any offeror's Oral Technical Proposal Presentation at its sole discretion. Each offeror's Oral Technical Proposal Presentation (Part IV) will be preliminarily scheduled by the FEDSIM CO and/or FEDSIM CS after receipt of Part I and will be confirmed after Part II is received and the FEDSIM CO determines that the offeror passed all of the Pass/Fail requirements.

Oral Technical Proposal Presentations will be given at facilities designated by the FEDSIM CO. The exact location, seating capacity, and any other relevant information will be provided when the presentations are scheduled.

L.10.5 PROHIBITION OF ELECTRONIC RECORDING OF THE ORAL TECHNICAL PROPOSAL PRESENTATION

The offeror may **not** record or transmit any of the oral presentation process to include the oral Q&A session. All offeror's electronic devices shall be removed from the room during the presentation, caucusing, and Q&A session. The offeror is permitted to have a timer in the room during the presentation.

L.10.6 ORAL TECHNICAL PROPOSAL PRESENTATION TOPICS

Within the Oral Technical Proposal Presentation, the Government does not expect the offeror to provide a restatement of the information already submitted in writing in Part III. The Oral Technical Proposal Presentation shall include the following topics, and be organized in the following order:

- a. Topic 1: Technical and Management Approach (Factor 1)
- b. Topic 2: Key Personnel and Project Staffing Approach (Factor 2)

METHODOLOGY. For this acquisition the term “methodology” is defined as the system of practices, techniques, procedures and rules as required by this TO. This definition is based on the Project Management Institute’s Project Management Body of Knowledge. For the avoidance of doubt, the Government is seeking a coherent discussion of *how* the offeror proposes to meet its requirements, rather than a mere restatement of the requirements or a mere listing of *what* it proposes to do. The latter will not be deemed to constitute a methodology.

L.10.6.1 TECHNICAL AND MANAGEMENT APPROACH (TOPIC 1)

The offeror shall clearly describe its technical and program management methodology to fulfill the technical requirements identified in the TOR. The offeror's proposed Technical and Management Approach shall be tailored to the TOR requirements in **Sections C, F, H, and J** and shall identify how it will achieve the Government's objectives identified in **Section C.3**. The offeror shall specifically address the following:

- a. Methodology to meet, integrate, and accomplish the objectives, conditions, and task requirements identified in Sections C, F, H, and J of the TOR. Describe how the offeror will accomplish the objectives, conditions, and task requirements from both a technical and a program management perspective.
- b. Management methodology and structure/organization of the proposed team. Describe how the offeror will handle lines of authority and communication both internally within the offeror's team and externally with the Government, and how the offeror will handle problem resolution. Discuss how contractor personnel will be held accountable for performance.

- c. Methodology for coordinating and collaborating across the TO to ensure coordinated service delivery in all geographic locations, knowledge sharing is promoted, synergy building occurs, and efficiencies will result.
- d. Risk management methodology during the TO (to include transition) from both a technical and a program management perspective. Discuss risks the offeror foresees and how the offeror will mitigate or eliminate them.

L.10.6.2 KEY PERSONNEL AND PROJECT STAFFING (TOPIC 2)

The offeror shall clearly describe its staffing methodology and strategy to fulfill the technical requirements identified in the TOR. The offeror's proposed methodology shall be relevant to the TOR requirements and the offeror shall specifically address the following:

- a. Benefit the proposed Key and non-Key Personnel provide to the Government. Describe how the proposed personnel's skills, experience, and qualifications will benefit the Government and fulfill the TOR technical requirements.
- b. Methodology to ensure the offeror quickly and effectively reacts to the Government's requirements and the dynamics of a rapidly evolving global and mission environment from a staffing perspective in order to ensure continuous support and superior customer service.
- c. Methodology for hiring, retaining, and replacing appropriately qualified personnel throughout the life of the TO in response to surge support requirements.

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 METHOD OF AWARD

The Government anticipates awarding a TO to the offeror whose proposal is the most advantageous to the Government, price and other factors considered. Technical proposals will be evaluated based on the factors described in **Section M.7**. All evaluation factors other than cost or price, when combined, are significantly more important than cost. Award may be made to other than the lowest priced technically acceptable proposal.

This acquisition is being conducted under FAR 16.5. Principles and procedures of Subpart 15.3 do not apply. Accordingly, the Government reserves the right to do any or all of the following:

- a. Award on initial proposals, without discussion.
- b. Ask clarifying questions during the oral Q&A session. Clarification questions may include asking the offeror to clarify statements made during the Oral Technical Proposal Presentation, if the contents of the oral presentation warrant clarification. Clarification questions may include asking the offeror to clarify its written Technical Proposal. As a result, the Government may have communications with some, but not all, offerors; these communications, however, will be clarifications and not discussions. In these situations, the Government will consider the offeror's clarifying response(s) without allowing proposal revisions.
- c. After an offeror has been selected for award based upon a best value determination, the Government may negotiate a final reduced price. The negotiations will include reductions in profit/fee with the offeror selected for award in order to achieve the absolute best value for the Government. The Government may make award based on initial offers received or the Government may make award after clarifications of some aspects of the proposal or discussions relative to price only.
- d. Have communications, ask clarifying questions, request corrections relative to minor errors in the cost proposal, or request cost/price substantiating documentation to facilitate the Government's final evaluation of cost proposals with one or some offerors. These communications, clarifications, or requests for corrections or substantiating documentation will not materially change the offeror's proposal in terms of conformance to TOR requirements, constitute discussions such as the removal of an unacceptable assumption, or materially change pricing.

Proposals shall set forth full, accurate, and complete information as required by this solicitation package (including Attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

M.2 PASS/FAIL ELEMENTS

The Government will evaluate the following pass/fail elements. **A failure on any single Pass/Fail criteria will make the proposal ineligible for award, with no further evaluation of the technical and cost proposal accomplished by the Government.**

Pass/Fail Elements:

The following will be evaluated on a Pass/Fail basis:

- a. The Government will reject any proposal if the offeror is not an awardee under the GSA OASIS Unrestricted - Pool 3 Contract. (**Section L.6.2**)

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- b. The Government will reject any proposal that does not include a copy of the proposed PM's PMI Project Management Professional or PgMP certification certificate which demonstrates that they are currently certified at the time of the proposal Part II submission due date. (**Sections H.3.1 and L.6.2**)
- c. The Government will reject any proposal that does not provide a name for each Key Person proposed at the proposal Part II submission due date. A proposal that states, "To Be Determined" or TBD for a proposed Key Person, or omits a Key Person, will be rejected by the Government. (**Sections H.3 and L.6.2**)
- d. The Government will reject any proposal that does not provide a Letter of Commitment, in accordance with the instructions in **Section L.6.2** and signed by each proposed Key Person at the proposal Part II submission due date. (**Sections H.3 and L.6.2**)
- e. The Government will reject any proposal that does not provide a Section 508 Compliance Statement at the time of the proposal Part II submission due date. (**Sections H.10 and L.6.2**)
- f. The Government will reject any proposal that does not provide the consent of the licensor of software tools to amend the Supplier Agreements in accordance with **Section H.18.2** for any software proposed over the life of this TO at the time of the proposal Part II submission due date. (**Sections H.18.2 and L.6.2**)

M.3 COST/PRICE PROPOSAL EVALUATION

The offeror's cost proposal (**Section L.7, Parts I and II, Tabs A through K**) will be evaluated to assess for cost realism and price reasonableness. Cost analysis will be performed on all prime contractors and major subcontractors with contract values over ten percent. A determination of cost realism will be made only if the offeror receives an overall technical rating of ACCEPTABLE or higher. The six-month extension period, authorized by FAR clause 52.217-8, will not be included in the total evaluated cost; however, it will be evaluated to ensure that the option is available for the unilateral exercise of the Government should an extension become necessary. The offeror shall not propose a price for the six month extension. The CAF is not included in the price evaluation.

Costs that are excessively high or low (without sufficient justification) may be considered unrealistic and unreasonable and may receive no further consideration. Any proposal that is not within the total estimated CPAF cited in **Section B** and in **Section L.5** shall include an explanation that specifically draws the Government's attention to any unique technical aspects of the proposal the offeror would like the Government to consider as the justification for the deviation from the range.

The Government will reject any proposal from the prime contractor that does not have a Government-approved purchasing system at the time of the proposal Part I submission due date. If the Prime is a Joint Venture, the possession of an approved purchasing system by one of the individual members of the Joint Venture team is acceptable, provided that the firm possessing the approved purchasing system is actually being proposed, at a minimum, to provide such purchasing services under this acquisition. The Government will determine a prime contractor as non-responsible (and therefore ineligible for award) if the firm does not possess an adequate cost accounting system as determined by the cognizant Federal agency, applicable to the offeror's

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most current organizational structure, for properly allocating costs applicable to this cost-type contract at the time of the proposal Part I submission due date.

M.4 ORGANIZATIONAL CONFLICT OF INTEREST

Tab A will be evaluated to assess whether or not an actual or potential OCI exists as defined by FAR Part 9.5. If an actual or potential conflict of interest is identified that cannot be feasibly mitigated, avoided, or resolved in accordance with FAR Part 9.5, that offeror may be ineligible for award. OCI determinations can only be assessed at time of proposal when complete information is present.

M.5 COST ASSUMPTIONS

The Government reserves the right to reject any proposal that includes any cost assumptions that may adversely impact satisfying the Government's requirements.

M.6 OVERTIME AND EXTENDED BILLING HOUR PRACTICES

The Government reserves the right to reject any proposal that includes overtime or extended hours billing practices that adversely impact or affect the Government's requirements.

M.7 TECHNICAL EVALUATION FACTORS

The Government will evaluate technical proposals (**Sections L.8 and L.10; Part III and Part IV**) based on the following factors:

- Factor 1: Technical and Management Approach to include the draft Transition-In Plan (**Section L.8.5**), as well as the information presented under the Technical and Management Approach topic (**Section L.10.6.1**) as part of the Oral Technical Proposal Presentation.
- Factor 2: Key Personnel and Project Staffing as shown on the written Project Staffing Plan Table, Project Staffing Rationale, Key Personnel Qualifications (**Sections H.3, L.8.1, L.8.2, and L.8.3**), as well as the information under the Key Personnel and Project Staffing Approach topic (**Section L.10.6.2**) as part of the Oral Technical Proposal Presentation.
- Factor 3: Corporate Experience (**Section L.8.4**)

The technical proposal evaluation factors are listed in descending order of importance. All three technical factors combined are significantly more important than cost. The Government will combine the results of the written submission and oral presentation, including the Q&A responses (**Section L.10.2**), to arrive at a rating for the technical evaluation factors as a whole. The receipt of an evaluation rating of NOT ACCEPTABLE in any single Factor will result in the overall proposal being determined NOT ACCEPTABLE and therefore ineligible for award.

Desired proposal qualities utilized in **Sections M.7.1, M.7.2, and M.7.3** are defined as follows:

- a. **Relevant** – Specific to these requirements. Directly connected with the Government's requirements, conditions, standard, and processes.
- b. **Comprehensive** – Encompasses all aspects of the approach. Complete.

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- c. **Detailed** – Facilitates a full understanding of the proposed solution. Thorough. Includes minute details.
- d. **Efficient** – Capable of producing results without waste of materials, time, or effort.
- e. **Feasible** – Possible to do easily or conveniently within typical resource constraints.
- f. **Practical** – Likely to succeed and be effective in actual practice.
- g. **Quickly** – Promptly, rapidly, above normal speed.
- h. **Effective** – Provides identifiable benefit to the Government relative to requirements.

M.7.1 FACTOR 1: TECHNICAL AND MANAGEMENT APPROACH

The Government will evaluate the Technical Approach factor [to include the draft Transition-In Plan (**Section L.8.5**) as well as the information presented under the Technical Approach topic (**Section L.10.6.1**) as part of the Video Technical Proposal Presentation] based on an overall (i.e., taken as a whole) consideration of the following.

These elements are not subfactors and will not be individually rated, but will be evaluated as a whole to arrive at the factor-level rating.

- a. The relevancy and comprehensiveness of the offeror's proposed Technical and Management Approach including the degree of effectiveness and efficiency of the offeror's approach for meeting, integrating, and accomplishing the objectives, conditions, and task requirements of the TOR from a technical and program management perspective. (**Sections C, F, H, and J**)
- b. The degree of relevancy, practicality, and comprehensiveness of the offeror's management methodology and proposed structure/organization. (**Sections C, F, H, and J**)
- c. The degree of effectiveness and comprehensiveness of the offeror's methodology for coordinating and collaborating across the TO to ensure coordinated service delivery, build synergies, promote knowledge sharing, and drive efficiencies. (**Sections C, F, H, and J**)
- d. The degree of effectiveness and feasibility of the offeror's Transition Support to include the Draft Transition-In Plan. (**Sections C.5.2 and L.8.5**)
- e. The degree of relevance, comprehensiveness, and effectiveness of the offeror's risk management methodology during the TO (to include transition) from a technical and a program management perspective. (**Sections C, F, H, and J**)

M.7.2 FACTOR 2: KEY PERSONNEL AND PROJECT STAFFING

The Government will evaluate the Key Personnel and Project Staffing Approach factor [to include the information included in the Written Project Staffing Plan Table, Project Staffing Rationale, and Key Personnel Qualifications (**Sections H.3, L.8.1, L.8.2, and L.8.3**), as well as the information presented under the Key Personnel and Project Staffing Approach topic (**Section L.10.6.2**) as part of the Oral Technical Proposal Presentation] based on an overall (i.e., taken as a whole) consideration of the following.

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These elements are not subfactors and will not be individually rated, but will be evaluated as a whole to arrive at the factor-level rating.

- a. The degree of relevance, comprehensiveness, and effectiveness of the stated qualifications, experience, skills, and roles of each of the named Key Personnel to meet the TOR requirements and support the offeror's Technical and Management Approach. **(Sections C, F, H, and J)**
- b. The degree of relevance, comprehensiveness, and effectiveness of the proposed qualifications, experience, skills, and roles of the non-Key Personnel, to meet the TOR requirements and support the offeror's Technical and Management Approach. **(Sections C, F, H, and J)**
- c. The degree of relevance, practicality, and comprehensiveness of the offeror's methodology to ensure it quickly and effectively reacts to the Government's requirements and the dynamics of a rapidly evolving global and mission environment from a staffing perspective in order to ensure continuous support and superior customer service. **(Sections C, F, H, and J)**
- d. The degree of relevance, comprehensiveness, and feasibility of the offeror's methodology for hiring, retaining, and replacing appropriately qualified personnel throughout the life of the TO in response to surge support requirements. **(Sections C, F, H, and J)**

M.7.3 FACTOR 3: CORPORATE EXPERIENCE

The Corporate Experience factor (to include the written information included in **Section L.8.4**) will be evaluated based on an overall (i.e., taken as a whole) consideration of the following:

These elements are not subfactors and will not be individually rated, but will be evaluated as a whole to arrive at the factor-level rating.

- a. The offeror's corporate experience reflects/identifies experience on projects that **collectively** are similar in size, scope, **and** complexity to the requirements identified in Section C of the solicitation and to the offeror's solution.
- b. The offeror's corporate experience demonstrates that the offeror's roles and responsibilities are similar to its proposed roles and responsibilities for this TOR.

Two of the three corporate experiences shall be the offeror's direct experience as a prime contractor. The Government will evaluate corporate experience references provided from both the prime contractor and any subcontractors equally.

M.8 TECHNICAL ASSUMPTIONS

Offeror assumptions will be reviewed in the context of the technical factor to which they apply. The Government reserves the right to reject any proposal that includes any assumption that may adversely impact satisfying the Government's requirements.